



Canadian Tourism
Commission

Commission canadienne
du tourisme

Negotiated Request for Proposal

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| Name of Competition: | Destination Canada Organizational Review – J.E.D.I. |
| Competition Number: | DC-2020-PO-04 |
| Closing Date and Time: | October 14, 2020 14:00 Pacific Time (PT) |
| Contracting Authority: | Annie Kao Procurement Advisor 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 organization and a Crown Corporation of the federal government. DC supports the Canadian tourism industry by:

- sustaining a vibrant and profitable Canadian tourism industry;
- marketing Canada as a desirable tourist destination;
- supporting a cooperative relationship between the private sector and the governments of Canada, the provinces and the territories with respect to Canadian tourism; and providing information about Canadian tourism to the private sector and to the governments of Canada, the provinces and the territories.

Destination Canada strives to be a thought leader and catalyst on behalf of Canada's tourism industry. We seek to deliver and inspire ambitious, insightful and aligned content marketing and other economically advantageous actions across Canada's travel and tourism landscape. This is so that the businesses operating in Canada, their employees and the communities in which they live can enjoy long-term prosperity within a dynamic ecosystem where they are empowered to stay ahead of traveller expectations and to succeed.

Our mission is anchored on industry-leading research, insight-driven marketing strategies and compelling traveller-centric storytelling, all delivered in collaboration with our industry and government partners. Our raw material is the natural and built environment, the peoples, the entrepreneurial spirit and cultures of Canada from coast to coast to coast and everywhere in between. We rely most directly on our employees and our partners for their energy, creativity and intellect. The world is our playing field. It is a competitive one and, by pulling together, one that can be richly rewarding for the country.

We believe in the transformative power of tourism and believe that Canada's diversity, its greatest asset, is what touches the hearts of travellers most deeply. To that end, we are committed to inclusive leadership within our workforce, workplace and in our interactions with partners and travellers alike.

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 from an experienced Contractor to perform an organizational review of Destination Canada through a Justice, Equity, Diversity and Inclusion lens (J.E.D.I). 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 six month period, with an option to extend on an annual basis by DC for a total period not to exceed another two (2) 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 Desirable Criteria Evaluation

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

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

B.1.1 Desirable Criteria Questionnaire (Section D) 60%

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

B.1.2 Presentations (Section E) 20%

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

B.1.3 Proposed Pricing (Section F) 20%

TOTAL 100%

B.1.4 Negotiations

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

B.2 Proposal Submission, Intentions, and Questions Instructions

B.2.1 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, October 14, 2020**.

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.2.4 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.2.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority **until 9:00 hours PT, September 29, 2020**. Questions submitted prior to this date will be responded to on or before **October 7, 2020**.

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.2.3 Intentions

Proponents should indicate if they intend to submit a proposal (“Intent to Submit”) via e-mail to the Contracting Authority by **14:00 hours PT, October 9, 2020**.

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.2.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference “**NRFP DC-2020-PO-04 Destination Canada Organizational Review – J.E.D.I. - 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.3 NRFP Form of Response, Format and Depth

B.3.1 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 – Desirable Criteria Questionnaire
- Section F – Pricing Proposal (separate file)

B.3.2 NRFP Format and Depth

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

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

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

B.4 Contractor Performance Management

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

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

SECTION C – STATEMENT OF WORK

C.1 Background

Destination Canada is the marketing and research organization responsible for producing regular data, market intelligence and industry analysis to help businesses market to (historically) international travelers so we can grow Canada's tourism sector and the visitor economy. Given the impacts of COVID-19, we have pivoted our focus to marketing domestic travel to Canadians to make sure we can continue to support Canada's tourism sector. When circumstances allow, and it is safe to do so, we will resume international marketing efforts.

Our mission continues to unite and empower Canada's tourism leaders through compelling research, strategy and storytelling to drive the visitor economy.

Destination Canada is a Crown corporation wholly owned by the Government of Canada. Our campaigns are targeted to reflect individual market conditions and traveler interests. In collaboration with our tourism industry partners, we promote Canada as a premier four-season tourism destination.

Based on staff feedback and thoughtful comments and concerns from external stakeholders, DC is supporting the advancement of projects that champion Justice, Equity, Diversity and Inclusion (J.E.D.I.). A J.E.D.I. Working Group, guided by Destination Canada's General Counsel and Corporate Secretary, has been formed and has been meeting regularly since July 2020 to consider a J.E.D.I. framework that will guide an evaluation of our workplace culture, consumer activity and work with partners to as it relates to diversity and inclusion.

C.2 Objective

Destination Canada wishes to select a Contractor to perform an organizational review using the J.E.D.I. framework and established methods to produce a report for DC.

C.3 Scope of Work

Through a Justice, Equity, Diversity and Inclusion lens, the Contractor will:

- Conduct an organizational review in consultation with internal and external stakeholders and partners;
- Produce written reports that evaluate the organization's performance and benchmark DC against best practices and industry standards; and
- Provide recommendations for future work related to J.E.D.I. principles.

The J.E.D.I. framework is defined as:



As a part of the organizational review, the Contractor will undertake the following:

- **INTERNAL Review and Recommendations**

The Organization: a comprehensive review of our workforce and workplace against the J.E.D.I. principles and framework. The review should include areas we have existing programs in place such as: Organizational Values, Mission & Vision; Training & Professional Development; Succession Planning, HR Recruitment & Selection; Employment Equity & Diversity Plan; Procurement practices; Research practices and Internal Communications. Other areas may include: Recruitment & Selection, Performance Management, Talent Management: Learning & Development, Employee Engagement, Organizational Culture, HR Technology & Analytics, Total Compensation, Rewards & Recognition. Please note this list is not all encompassing. The review should be accompanied by recommendations on how we can better integrate J.E.D.I. principles in everything we do.

- **EXTERNAL Review and Recommendations**

Consumer Activity: a review of how Destination Canada markets Canada internationally and domestically including how we showcase Canada to our consumers (travelers). A review of how and from whom we procure services. A review of our content to ensure that we are representing and hearing from, diverse voices. The review should be accompanied by recommendations on how we can better integrate J.E.D.I. principles in everything we do.

Partners + Communities: a comprehensive review and recommendations on our position as leader and partner when it comes to who we collaborate with and the knowledge, intelligence, tools, and insights that we bring to our work. This includes how we position DC with partners (tone, imagery, key messages, etc.) using our corporate channels such as our corporate website, intranet and LinkedIn, and other platforms (webinars, media interviews, etc.).

C.4 Approach and Methodology

The Contractor, in consultation with DC's J.E.D.I Working Group, should identify the approach and provide proven framework and benchmarks that they will be using to undertake the review.

Assess how internal operations, marketing programming, branding, human resources, communications, procurement, research and partnerships uphold, apply and benefit from the principles and good practices in Justice, Equity, Diversity and Inclusion.

Evaluate Destination Canada's performance using a combination of existing benchmarks, best practices and industry standards.

Utilize quantitative and qualitative measures in their reporting, including but not limited to:

Internal data sources such as talent, recruitment, workforce composition, existing culture and engagement survey results.

External data sources such as brand sentiment, consumer segmentation, census, and statistics Canada information that relate to our marketing.

New data gathered such as bias testing, a summary of information from organizational interviews, and secondary data from similar organizations nationally and globally (where readily available).

Use primary and secondary data and other metrics, such as the results from bias testing, to explain the findings of the review.

C.5 Deliverables and Schedule

C.5.1 The Contractor will be responsible for:

- Consulting with and reporting to Destination Canada's J.E.D.I. Working Group throughout the contract.
- Coordinating an approach to managing the gathering of information from key DC stakeholders.
- Drafting a briefing note mid-project to be shared with the J.E.D.I. Working Group as an update for Destination Canada's Board of Directors.
- Producing a final copy of the report which includes but is not limited to:
 - Assessing Destination Canada's performance using the Justice, Equity, Diversity and Inclusion framework;
 - Evaluating the organization by business unit, under the following sections:
 - 1) Organization,
 - 2) Consumer activity, and
 - 3) Partnerships and community.
 - Evaluating the organization using a recognized framework and benchmarks for best practices in J.E.D.I. principles.
 - Measuring Destination Canada's overall performance as an inclusive workforce and workplace relative to other similar organizations within the private sector and crown corporations within Canada and/or broken down by province.
 - Assessing the biases of the leadership and senior-management group through established testing.

- Presenting recommendations for overarching J.E.D.I. planning and policy development based on assessed findings in the review.
- Sharing of new data found during the review.
- Delivering a final report and presentation by Thursday April 14, 2021.

C.5.2 Schedule

| Task/Deliverable | Assigned Date | Due Date | Notes |
|---|---------------|-------------------|---|
| Project Kick Off Meeting | | December 11, 2020 | Contractor meets virtually with DC's J.E.D.I. Working Group |
| Contractor to develop project plan with timelines and deliverables to be shared with J.E.D.I. Working Group | | December 18, 2020 | |
| Weekly project update calls with DC's Project Authority. | Weekly | Weekly | |
| Initial report written and submitted to DC to be shared with DC's Board of Directors (BOD). | | February 11, 2021 | |
| Final report submitted to DC. | | April 14, 2021 | |
| Final report submitted to DC's BOD. | May 19, 2021 | | |

The Contractor will be provided with a detailed schedule once engaged by DC.

C.6 Performance Standards and Quality Measurement

DC is committed to fostering and supporting strong positive relationships with its partners to ensure critical services are maintained and the highest value and corporate-wide economic benefits are realized. As such, the Contractor's performance is reviewed at weekly check-ins using the DC Contractor Performance Evaluation system. The Contractor's performance will be measured against the detailed schedule

Any performance issues identified as part of the DC Contractor Performance Evaluation system must be addressed by the Contractor in a timely fashion. If serious performance concerns are raised, the Contractor may be required to work with DC to implement a performance improvement plan.

C.7 DC Responsibilities and Support

DC will assign a Project Authority to handle incoming and outgoing requests and correspondence. The Project Authority will:

- Act as a vendor relationship manager with the Contractor and ensure projects/tasks are completed on time, within budget, and as scoped.

- b. Provide relevant guideline information.
- c. Provide feedback and approval of the project plan.
- d. Interface with the Contractor including the set up of regular status calls and project specific meetings/teleconferences, as needed.
- e. Provide feedback on the interim report and the final report as needed.
- f. Provide Contractor performance reviews to ensure that the Contractor is supplying the expected quality of deliverables outlined in the Contract.

C.8 Contractor Responsibilities

Contractors will be required to work collaboratively with DC business leads, partners, marketing agencies, stakeholders, suppliers and Contractors. This work may take place across all Canadian time zones. Due to the COVID-19 pandemic, and the closure of our Vancouver office (Destination Canada's Headquarters), all work will be done remotely, and the Contractor is solely responsible to ensure that they are set up to work accordingly. As such, the Contractor should have access to MS Office 365, and Zoom, which will be used for collaboration, document sharing, and the delivery of the report. DC will not assume any costs related to this set up.

C.9 Risks and Constraints

All created material, data; content and so on will be the property of DC. The Contractor shall provide and return all information to DC at the end of the contract term.

C.10 Reporting and Communication

Progress reports will occur weekly with the Project Authority.

C.11 Personnel Replacement

The Contractor will provide a key contact ("Account Manager") capable of working with DC's J.E.D.I. Working Group, and be responsible to co-ordinate all activities described in the Statement of Work. This includes regular status calls, timeline management, status documents, budget management, setting up calls and meetings, meeting follow-ups, etc.

The Account Manager and any other representatives may also have to work or collaborate with multiple third parties (i.e. DC contracted suppliers, industry tourism partners, etc.). In such cases, the Contractor's contact will be with DC's global communications and programs team, who in turn will make the initial contact with partners.

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

SECTION D – 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.

D.1 Business / Technical Requirements – Section is worth 30%

- D.1.1 Provide an overview of your education, knowledge, skills, relevant experience, work history, professional experience and accomplishments, including:
- 1) Experience and qualifications in performing organizational reviews for organizations of a similar size and/or other federal crown corporations.
 - 2) Experience and practice in applying the principles of Justice, Equity, Diversity, and Inclusion in a private/public place of business or non-profit of a similar size as DC. The proponent(s) should clearly demonstrate their experience by providing examples of research, policy, capacity development, strategy and/or other programming experience in relation Justice, Equity, Diversity and Inclusion.
- D.1.2 Provide an example of a similar project that you lead and that required an in-depth understanding of intersectionality and bias as it pertains to power, positionality, and identity in the context of diversity, equity and inclusion in the workplace.
- D.1.3 Provide details of your capacity and time to take on and complete work within the desired period. Highlight any issues or challenges you foresee with the delivery of DC's requirements, as set out in Section C. Please explain steps you would take to overcome these or mitigate the risk of these occurring.
- D.1.4 Provide an example of a similar project that you lead were you demonstrated strong communication and interpersonal skills and developed strong written and analytic documents.
- D.1.5 Provide an example of your experience working with public agencies that are complex at various stages in strategic plan development.
- D.1.6 Explain how you would communicate a clear approach to the work within a concise and complete NRFP submission.

Response for this section (D.1) must be limited to 7 pages, Arial 12 font.

D.2 Capabilities, Skills, Experience and Approach – Section is worth 30%

- D.2.1 Overview of the Proponent or Organization
Provide an overall summary of your experience offering services in organizational consulting and/or Justice, Equity, Diversity and Inclusion consulting. List the services provided and the number of years you have performing these type of services. *DC is committed to Justice, Equity, Diversity, and Inclusion. Proponents from diverse backgrounds are encouraged to participate in this NRFP, and voluntarily self-identify in their proposals.*
- D.2.2 Justice, Equity, Diversity, and Inclusion - Workforce and Workplace

Demonstrate your knowledge of, and experience working with, clients on related initiatives for the purpose of improving Justice, Equity, Diversity and Inclusion in the workforce and workplace. Provide a recent example (within last two years) of a related project you have managed for clients.

Based on Scope of Work section C.3, please outline your approach to the internal and external review and recommendations.

D.2.3 Inclusivity Trends

There have been significant shifts about diverse and inclusive principles and practices. Please describe one diverse and inclusive trend and its impact on businesses related to your choice of two of the following business areas:

- Research
- Marketing
- Procurement
- Finance
- Social Media
- Human Resources

D.2.4 Bias Testing

Describe your approach to testing for bias within organizations. Provide your expert opinion on bias and intersectionality in the workplace. Provide examples if relevant.

D.2.5 Collaboration

Describe your ability and success working in collaboration with clients and their partners, stakeholders, contractors/suppliers or marketing agencies, and others for the betterment of Justice, Equity, Diversity and Inclusion. Provide examples if relevant.

D.2.6 Technology Equipment and Internet Capabilities

Demonstrate that you can meet the technology equipment needs outlines in this NRFP, including internet capability. The minimum requirements for hosting video conferencing meetings are the below listed platforms.

Provide screen captures of speed test results demonstrating download and upload speeds from both www.speedtest.net and www.fast.com

List computer specifications as pertaining to minimum system requirements of listed platforms (i.e. GB of RAM and other hardware requirements).

- MS Teams
- Zoom
- GoToMeeting

D.2.7 Relevant Work – Case Study.

Organizational Review/Assessment –J.E.D.I.: demonstrate your expertise in conducting an organizational situational analysis through the lens of Justice, Equity, Diversity and Inclusion.

- Provide an overview of the opportunity for which you conducted an organizational review/assessment. Preferably, the example would be one, which has resulted in improvements to the organization’s J.E.D.I. framework.
- What was your process to develop the components of the review/assessment?
- What were your key insights? Describe how these affected your report findings and recommendations.

- What challenges did you encounter in conducting this review/assessment and how did you overcome them? What were the results and how did these supported the client's business objectives? How did you apply any learning to a future related project?
- What was your process for managing the quality, timeliness and cost of the project?
- Describe your approach to gathering client (and stakeholder) feedback and communicating feedback.
- As an appendix, provide the related assessment report you have written and delivered to a client, and any examples of the work, if relevant.
Appendix not included in the limit of pages noted below.

Response for this section (D.2) must be limited to 10 pages, Arial 12 font.

SECTION E – PRESENTATION / DEMONSTRATION REQUIREMENTS

E.1 Presentations / Demonstrations Requirements

DC will require proponents, who have made the Shortlist, to give a presentation/demonstration of their capabilities to deliver the services described in Section C – Statement of Work. Further details will be communicated to those proponents invited to participate in this section.

Proponents invited to the presentation will be provided with the detailed brief and will be expected to demonstrate the following:

1. Introduce account representatives.
2. Present their capabilities and expertise.
3. Demonstrate that the desirable criteria can be met as outlined in the submitted proposal.

Presentations/demonstrations will take place via web conferencing. Details will be further communicated. All costs associated with the presentations/demonstrations will be the responsibility of the proponent.

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.

F.1 Proposed Pricing Detail

Provide a firm, fixed price for this project including all expenses.

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

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 – NRFP PROCESS AND TERMS

G.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

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|---|---|
| Intent to Submit (*) | October 9, 2020, 14:00 hours PT |
| Deadline for Questions | September 29, 2020, 9:00 hours PT |
| Closing Date and Time | October 14, 2020, 14:00 hours PT |
| Presentations of Shortlisted Proponents | Week of November 2, 2020 |
| DC will endeavour to notify all proponents of its selection by: | Week of December 14, 2020 |
| Timeframe for Negotiations | 10 days following notification by DC |

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

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

G.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.

G.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.

G.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.

G.5 Amendments

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

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

G.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.

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 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.

G.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.

G.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.

G.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.

G.12 Debriefing

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

G.13 Material Circumstances

A material circumstance means any circumstance or relationship which may lead to an unfair advantage including but not limited to: being associated to or related to a DC employee or Board member of DC; having access to information not available to other proponents; communicating with any unauthorized person with respect to the 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.

G.14 Proponents Not to Promote Their Interest

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

G.15 Confidentiality

DC recognizes the proprietary nature of information that may be contained in response to this 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.

G.16 Publicity

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

G.17 No Collusion

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

G.18 Law

This 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.

G.19 Indemnities

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

G.20 Rights of Destination Canada

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

- G.20.1 accept any proposal in whole or in part, with the exception of proposals that fail to comply with desirable 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 NRFP;
 - iii. fails or omits any desirable criteria 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 NRFP 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 NRFP process;
- G.20.6 contact references;
- G.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to DC;
- G.20.8 incorporate all, or any portion of the Statement of Work, the NRFP, 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 one proponent to meet the requirements of the NRFP;
- G.20.10 not enter into any contract at all with any proponents responding to this NRFP.

SECTION H: 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 |
| 6 | Definitions |

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM

1) PROPONENT INFORMATION

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

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

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

Reference #1:

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

Reference #2:

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

Reference #3:

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

2) PROPONENT ACKNOWLEDGEMENT

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

Executed this _____ day of _____, 2020

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MATERIAL CIRCUMSTANCE:

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

Check ONE:

No, there are no Material Circumstances to disclose;

OR

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

APPENDIX 3: AMENDMENTS

Please confirm that any amendments 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 1 – Proponent Information and Acknowledgement.

Sub-Contractors will be used to provide the goods and/ or services described in this proposal.

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

Name:

Contact Person:

Title:

Phone Number:

E-mail Address:

Address:

City:

Province:

Postal Code:

Description of services provided:

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

APPENDIX 5: GENERAL CONTRACT TERMS

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

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

APPENDIX 6: DEFINITIONS

“**Bias**” prejudice in favor of or against one thing, person, or group compared with another, usually in a way considered to be unfair.

“**Closing Time**” means the date and time on the front cover of this NRFP.

“**Destination Canada**” or “**DC**” means the Canadian Tourism Commission doing business as Destination Canada.

“**Diversity**” is the range of human differences, including but not limited to race, ethnic or national origin, gender, gender identity, sexual orientation, age, social class, marital status, family status, or physical ability or attributes.

“**Equity**” is the fair treatment, access, opportunity, and advancement for all people.

“**Inclusion**” is involvement and empowerment, where the inherent worth and dignity of all people are recognized. An inclusive organization promotes and sustains a sense of belonging; it values and practices respect for the talents, beliefs, perspectives, backgrounds, and ways of living of its members.

“**Organizational review**” the **process** to collect, organize, analyze, interpret, and share relevant information to enable the *strengthening of the organization*. The **purpose** of organizational review is to *enhance organizational success* through the development of *insight and intelligence* about the organization.