



Canadian Tourism
Commission

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du tourisme

Negotiated Request for Proposal

Name of Competition:	Website Development and Maintenance Services
Competition Number:	DC-2021-CD-02
Closing Date and Time:	August 11, 2021, 14:00 Pacific Time (PT)
Contracting Authority:	Christine Duguay Procurement Advisor 604-638-8345 procurement@destinationcanada.com

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SECTION A – INTRODUCTION

At Destination Canada we believe in the power of tourism.

Our vision is to enhance the quality of life of Canadians and enrich the lives of visitors.

Our mission is to influence supply and build demand for the benefit of locals, communities and visitors through leading research, alignment with public and private sectors, and marketing Canada nationally and abroad. In collaboration with our partners, we promote Canada as a premier four-season leisure and business tourism destination around the country and world.

Destination Canada's approach focuses on markets where Canada's tourism brand leads and yields the highest return on investment. We use research to drive our evidence-based marketing in nine key geographic leisure source markets: Australia, Canada, China, France, Germany, Japan, Mexico, United Kingdom and the United States. In addition, our Business Events team leverage in-depth global market analysis to target international clusters aligned with Canada's priority economic sectors.

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

Destination Canada is a Crown corporation wholly owned by the Government of Canada and formed under the Canadian Tourism Commission Act.

For further information, visit www.destinationcanada.com

A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the “NRFP”) is to solicit proposals for website development and maintenance services.

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

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

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

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

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

A.2 Contract Term

DC anticipates entering into negotiations with the selected proponent(s) for up to a three (3) year period, with an option to extend on an annual basis by DC for a total period not to exceed another four (4) years, at DC's sole discretion. DC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

SECTION B – NRFP EVALUATION CRITERIA AND INSTRUCTIONS

B.1 Mandatory Criteria Evaluation

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

B.2 Desirable Criteria Evaluation

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

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

B.2.1 Desirable Criteria Questionnaire (Section E) 45%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of the 45% or higher (the “Threshold”) will be evaluated further based upon, but not limited to Presentations/Demonstrations, Proposed Pricing.

B.2.3 Presentations/Demonstrations (Section F) 30%

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.2.2 Proposed Pricing (Section G) 25%

TOTAL 100%

B.2.4 Negotiations

DC intends to conduct concurrent negotiations, as defined in Section H.10 Negotiations, with a limited number of the top ranked proponents.

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, August 11, 2021**.

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

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

B.3.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT, July 15, 2021**. Questions submitted after this date and time may not be responded to.

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

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

B.3.3 Intentions

Proponents should indicate if they intend to submit a proposal (“Intent to Submit”) via e-mail to the Contracting Authority by 14:00 hours PT, August 2, 2021.

Please Note: The Intent to Submit is not a mandatory requirement and therefore does not prevent a proponent from submitting by the required closing date and time.

B.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference “**NRFP DC-2021-CD-02, Website Development and Maintenance 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 NRFP section(s) if applicable

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

B.4 NRFP Form of Response, Format and Depth

B.4.1 NRFP Form of Response

Proponents should respond to and include in their proposal:

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

B.4.2 NRFP Format and Depth

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

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

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

B.5 Contractor Performance Management

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

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

SECTION C – STATEMENT OF WORK

C.1 Background

At Destination Canada, we believe that tourism enhances the quality of life of Canadians and enriches the lives of visitors. We believe that Canada's diversity, its greatest asset, is also, what touches travellers' hearts most deeply.

Our mission is to influence supply, and build demand for the benefit of locals, communities and visitors through leading research, alignment with public and private sectors, and marketing Canada nationally and abroad. In addition, our Business Events team leverage in-depth global market analysis to target international clusters aligned with Canada's priority economic sectors.

Our work in destination development ensures that we are able to sustain a premier four-season tourism economy that is regenerative in nature - supporting our economy and the environment. Travellers today want more than an experience - they want to be transformed; they want to be moved. Destination Canada's current marketing and branding strategy is based on the belief that travel should change you and Canada will leave a lasting mark on your heart.

Destination Canada (DC) continues to develop as a digitally focused, data-driven organization. Extensive market research and industry consultation helped shape the latest journey of the Canada travel brand. Marketing automation and use of artificial intelligence combined with insights from a variety of data-based testing models supports and informs our marketing activities.

Travellers are moving rapidly between numerous channels and devices when making a travel decision and getting those travellers time and attention is getting increasingly complex. We want to take advantage of the massive leaps in technological innovation to reach our audiences when and where it matters. To do so, DC is continuously looking to develop and enhance its marketing capabilities that support a multi-tiered, customized content marketing practice, underpinned by customer insights and technology.

DC is looking to earn the attention and time of its international audiences by providing traveller-centric relevant and orchestrated user journeys and experiences especially across its owned digital properties.

DC has a number of consumer-facing and business-to-business (B2B) websites including but not limited to:

1. Corporate website, <https://www.destinationcanada.com>
2. Consumer websites in all of the DC's markets (managed by headquarters for all markets except China), e.g. <https://caen-keepexploring.canada.travel/>
2. Consumer Package Portal: <https://offers.canada.travel/>
3. Canada Is Calling Zoom background page: <https://caen-keepexploring.canada.travel/canadaiscalling>
4. Business Events (Meetings, Incentives, Congress, Events) website, <https://www.businesseventscanada.ca>
5. Media Centre, <https://media.canada.travel>
6. Explorer Quotient (EQ) quiz pages and Application Programming Interface (API), for example <https://quiz.canada.travel>
7. Country Selector / Website Directly page, <http://canada.travel>
8. Book of Inspiration Brand page <https://bookofinspiration.destinationcanada.com/>
9. Brand Playbook <https://brand.destinationcanada.com/en>

DC currently uses Drupal and Wordpress Content Management systems. Our website hosting is on Amazon Web Services and we engage a Server and Hosting Maintenance supplier to monitor and maintain server stability and capacity. Domain management is provided through a self-serve customer interface portal and managed by AuthenticWeb Further system integrations include,

Google Analytics, Observepoint, Swiftype, Solr, OneTrust CookiePro, GoDaddy SSL, Mailchimp, Sparkpost, Simpleview and Act-On, Crowdriff, Unbounce, GoogleMaps.

C.2 Objective

The objective is for DC to acquire a Contractor who will provide website development and maintenance services including; website development, coding, incident management, development and integration of web applications and related maintenance services. The maintenance services include updates and enhancements of DC's current websites and applications, as well as the creation of new websites and applications, site migrations to a new or a joint content management system (CMS) / global content repository; or transition to new application systems in the future.

The Contractor must have strong expertise in translating creative marketing ideas and results-driven business objectives into website functionality and a best of class website user experience, including detailed requirements and task breakdowns.

We are looking for an open-minded partner with excellent agile project management skills that has experience in collaborating with several other external agencies as well as multiple internal stakeholders, following a multi-tiered client processes.

The Contractor will provide knowledgeable specialists to maintain and improve DC's website functionality and who are able to share and apply knowledge in innovative digital features and new functionality in order to update and improve our web applications. We need a team that can look beyond the minimum requirements for a deliverable and that can challenge and consult with us on the best way forward for everything we do on our various web platforms. The Contractor will be an open-minded and innovative partner that can help DC with determining directions and solutions in close collaboration and partnership with DC's agencies and vendors.

C.4 Scope of Work

The Contractor will provide website development and maintenance services as follows:

C.4.1 Website Application Maintenance and Support Services.

C.4.2 Website Application Development, Enhancements and Integrations.

C.4.3 Future Requirements.

C.4.1 Website Application Maintenance and Support Services

The Contractor will provide the services as listed below:

1. Perform website maintenance and support work, including but not limited to:
 - a. Incident management; processes, communications, service level agreement (SLA) enforcement.
 - b. Incident qualification.
 - c. Troubleshooting and issue investigations.
 - d. Answer DC questions regarding site behavior.
2. Ensure DC's various websites' custom application code is fully functional and up and running 24 hours a day, seven (7) days a week including:
 - a. Website bug fixes: a feature does not work as designed or meet corporate requirements. For example: site user issues, functionality or rendering problems.
 - b. Website compliance bug fixes: The site does not comply with DC's governance obligations and/ or Canadian and international data regulation or website standards regulations. For example: Website Accessibility standards, Privacy Act and the applicable privacy related legislation for each of DC's markets (ex. General Data Protection Regulation (GDPR), the Official Languages Act, etc.
 - c. Critical logical bugs: A feature works as designed but does not meet a critical business need.

- d. Data integrity.
 - e. Application code security.
 - f. Front end rendering across the different channels (desktop, mobile responsiveness).
 - g. Existing third-party integrations.
 - h. Perform local scraps and regular backups; archive websites and/or applications no longer needed.
 - i. Change and Release management.
 - j. DevOps support: Coordinate and collaborate with Server Maintenance & Hosting vendor / teams as required for deployment and/or hosting issues, server updates, backups or scaling needs.
 - k. Support for Domain Name System (DNS) set up and Domain registration and management, redirects set up. Coordinate and collaborate with Domain Management vendor / teams as required.
 - l. Ongoing maintenance inclusive of CMS platform version updates, module updates, core patches, security updates, ensuring the sites continue to run smoothly and are protected from security threats.
3. Analytics integration such as implementation and quality assurance of Google Analytics tracking. This includes but is not limited to
- a. Set up, testing and maintenance which includes the adjustment existing tagging in support of business requirements and advice on solution design.
 - b. Cross-device and/or cross-domain user identification set up.
 - c. Google Analytics (Universal and GA 4) Implementation Solution Design and implementation support.
 - d. Server side tracking set-up and ongoing support.
 - e. Analytics regression testing and ongoing or ad-hoc quality assurance.
 - f. Content tagging and Meta tag review.
 - g. Technical Search Engine Optimization (SEO).
4. Content updates, CMS user support and troubleshooting, CMS guidance and instruction/guide creation and CMS user access management.
5. Provides and supports conformity to the Web Content Accessibility Guidelines (WCAG 2.1) AA / AAA (as well as further relevant regulations as applicable in the future), potentially leveraging both HTML5 and Accessible Rich Internet Applications (WAI-ARIA) to further enhance accessibility.
6. Collaborate with and provide support to DC partners as required under DC's supervision and direction. This may include, but is not limited to; liaising with hosting suppliers, domain management vendors, third-party mobile app developers, software suppliers, data and research suppliers and licensed software tools, designers, search engine optimization suppliers, paid media or strategic agencies and other contractors as required.
7. Provide advice on website User Experience (UX) from a design and technical aspect, answer questions and consult with us on UX standards and global best practice.

C.4.2 Website Application Development Services

The Contractor will provide the services as listed below:

1. Feature enhancement and new feature development:
 - a. To update features and functionality on websites/ applications.
 - b. To provide guidance and recommendations on enhancements and features to website and customer engagement according to DC's organizational goals and key performance indicators (KPIs).
 - c. To gather and document detailed business requirements and estimate for efforts.
 - d. Recommend solutions.
 - e. Develop work flow and task implementation plans and timelines.

- f. To implement and deploy various web tools and third-party integrations.
 - g. Implement CMS modules.
 - h. Develop custom modules.
2. New Site or Landing Page:
 - a. To develop new responsive website applications and related services for mobile devices, tablets and PCs.
 - b. To migrate existing website content and functionality to new Content Management platforms.
 3. Website Performance Audits including but not limited to investigations and documentation of site load time performance, on-site user behaviour, segmentation; user behaviour and site analytics benchmarking support.
 4. Asses, enable and implement artificial intelligence (AI) solutions and technology, marketing automation and personalization tools, software and technology.

C.4.3 Future Requirements

The Contractor will support, design, implement and help maintain additional future requirements for DC that may encompass any type of user experience, design, usability and cross channel engagement strategy.

These could include but are not limited to:

- a. Content Management System, Data Management Platform and technology stack assessment(s).
- b. Website content structure review and classification of content.
- c. Technology and/or software licensing.
- d. System integrations, email integrations and curating tools integrations (i.e. social media, rating mechanisms, external applications).
- e. Email marketing system management, set-up, support for email automation and email channel performance review.
- f. Support digital asset management (i.e. sorting, archiving or labeling image and video files, file clean up or organization, file optimization).
- g. Graphic design support.
- h. Search Engine Optimization and support on Search Engine Marketing.
- i. Support on social media marketing integration and social media platform management.
- j. Additional DevOps responsibilities in regards to website hosting and server set up, management and server maintenance.

C.5 Deliverables and Schedule

The Contractor will provide the following deliverables:

- Digital Infrastructure documentation, continuously updated as needed.
- Technical requirements documentation
- Content Management System (CMS) and application user manual and instructions.
- Website Accessibility audit and framework documentation.
- Privacy and data security audit documentation and measures overview document.
- Website user data (files and raw data) and analytical interpretation of user behaviour (raw data and / or insights and reports).
- Website performance audits and performance progress documentation.
- Complete website user experience (UX) review and analyses.
- Technical SEO evaluation and documentation.
- Process flow diagrams for Contractor and Client processes but also support on process documentation for DC internal processes (i.e. a Website Governance Handbook).

The Contractor will provide the following general account management deliverables including but not limited to:

- Monthly fee reconciliation.
- Monthly invoicing; including a detailed work breakdown for all efforts itemized per days, task or ticket, work details and team member.
- Yearly, quarterly and / or monthly spend forecast updates.
- Project plans and timelines with task breakdowns.
- Detailed estimates, status updates (progress vs. budget spend).
- Smartsheet (or other project management tool) updates and tracking.
- Weekly status meetings and/or calls.
- Quarterly planning sessions, including work and performance summaries and reviews.
- Year-round planning and road map creation and updates.
- Mid-year and year-end review (i.e. presentations and meetings).
- Meeting minutes that can be shared with DC.

C.6 Performance Standards and Quality Measurement

Quality and performance will be measured against the service level agreement (SLA) as agreed upon by both parties during negotiations. Any performance issues that are identified 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 provide in-depth information and onboarding sessions with the digital team at DC and educate the Contractor on processes as required by DC for the Contractor as well as those processes and dependencies that directly affect the work of the Contractor (i.e. line of communication, approvals, and decision making processes).

DC will be responsible for ensuring a transition between the current web development vendor and schedule handover sessions that go through the deployment set-up and process.

DC will provide log-ins and access to the web sites and applications as well as additional software as applicable.

DC will establish the connection to the Hosting Maintenance vendor and the Domain Management vendor and organize the transition of all scheduled and ongoing maintenance tasks.

DC will ensure the Contractor is set up with access to any supporting tools and technology that is used for and with other vendors; and that the Contractor is fully educated on any existing processes with other vendors and agencies.

C.8 Contractor Responsibilities

The contractor will:

- Provide a ticketing and/or work tracking system that is accessible to DC that logs work requirements, prioritization, efforts and/or work time, changes to code, and the identification and resolution of bugs and other issues.
- Provide 24/7 support for emergencies. Regular support is expected during DC's operating hours between 9am – 5 pm Pacific Time.
- Provide an Account Manager and additional team resources including a developer and staff support scalable according to work volume and requirements.
- Contribute to the strategy development, digital roadmap planning, contribute to writing briefs and project plans; project management including development of and adherence to timelines and budget.

- Ensure that a thorough quality assurance process is applied prior to requesting client validation of issues, feature updates or new deployments.
- Be responsible for documentation of updates, new integrations, plugins, extensions and/or customizations, updating/replacement of plugins, extensions and themes and their maintenance.
- Maintain site-wide standards for security features (including forms and logins).
- Track and document all work efforts and billable hours for all estimated and ad-hoc and/or ongoing efforts; drilled down to each team member, day and task/work details as part of the invoicing process.
- Regularly track, monitor and share with DC the estimated efforts verses work progress for assigned tasks.
- Create clear processes workflow documentation and provide process flow diagrams.
- Support transition to new contractor upon contract expiry and/or termination, as required by DC.
- Attend meetings with DC (remotely) as required.

C.9 Risks and Constraints

DC is striving to achieve and maintain website accessibility according to Web Content Accessibility Guidelines (WCAG) 2 Level AA across all its sites and to provide guidance for externally created and maintained websites build in collaboration with partners. The Contractors must be able to understand and abide by the Web Content Accessibility Guidelines (WCAG 2.1) AA.

We strictly adhere to the internal data regulation policies and requirements such as, but not limited to, the General Data Protection Regulation (GDPR) in Europe. DC currently manages its data and privacy for websites via CookiePro and expects the contractor to manage this add-on software and ensure proper functionality across our sites and selected partner site integrations.

DC must abide by the Official languages Act. For our web applications and digital communication and landscape for the Canadian market this means simultaneity of English and French content and document publication.

The Contractor must be fluent in English (written, read and oral). This will be the language used in the delivery, preparation of documentation and communications related to the services.

The Contractor must be able to provide the services during DC's operating hours of 9 am to 5 pm Pacific Time.

Website application and user data security is a top priority for DC. The contractor will need to maintain the integrity of the site against spam, hackers, viruses and electronic attacks via firewalls, security software and passwords at a maximum level and be able to document all measures taken to protect thereof as requested.

C.10 Reporting and Communication

The Contractor will be available for the following meetings:

- Weekly status meetings / calls.
- Quarterly planning sessions, including work and performance summaries and review.
- Year-round planning and road map creation and updates.
- Mid-year and year-end review (i.e. presentations and meetings).

The Contractor will provide the following reports and status updates:

- Monthly fee reconciliation.
- Monthly invoicing including detailed work breakdown.

- Yearly, quarterly and / or monthly spend forecast update.
- Project plans and timelines with task breakdowns and detailed estimates.
- Technical requirements documentation.
- Status update reports (progress vs. budget spend).
- Smartsheet (or other project management tool) updates and tracking.
- Meeting minutes that can be shared with DC.

C.11 Personnel Replacement

The Contractor is required to advise DC's Contract Authority two (2) weeks' in advance of any change to the Account Manager or key personnel. If replacement is required, the Contractor is responsible for providing, in a timely manner, a replacement with equivalent or greater experience.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Criteria

- D.1.1 The proponent must have experience building / developing, optimizing, troubleshooting and maintaining websites builds on Drupal and Wordpress Content Management systems.

Are you able to comply with this requirement?

Yes No

- D.1.2 The Proponent must include their service level agreement (SLA) with their submitted proposal. This should include response times, resolution times per severity of issue and critical error escalation processes.

Are you able to comply with this requirement?

Yes No

- D.1.3 The Proponent must utilize a change management/client relationship tool such as a ticketing system (e.g. Jira) to assist in the management of all Client requests/changes/updates.

Are you able to comply with this requirement?

Yes No

- D.1.4 The Proponent must be able to track and provide detailed documentation of all work efforts and billable hours for all estimated as well as any ad-hoc / ongoing efforts as part of the invoicing process.

Are you able to comply with this requirement?

Yes No

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

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

E.1 Relevant Experience and Capabilities

E.1.1 Company Overview

Provide an overview of your organization including, but not limited to, the following information:

- Company history, ownership, structure and office location(s).
- Number of employees.
- Composition and competencies of the executive management team (i.e. org. chart).
- Services and products offered including areas of specialization.
- Experience in the travel / tourism industry.
- Experience in servicing Canadian Crown corporations or a similarly structured organization in the past 24 months.
- Copies of Financial Statements for the last three years, 2018, 2019, 2020.
- Copies of applicable anti-fraud prevention policies or guidelines.
- Copies of applicable diversity and inclusion policy or guidelines.

Maximum response length: 2 pages

Weighting: 10%

E.1.2 Service Team

Identify the account manager and any key personnel to be assigned to DC's account and include the following information:

- Resumes which include relevant experience, education, credentials, areas of expertise, and any relevant awards/industry recognition received.
- Structure of product support or implementation services team (size, responsibility of service representatives, availability, and location).

Maximum response length: 750 words excluding resumes

Weighting: 5%

E.1.3 Value Added

Describe how your firm differentiates itself from other providers and what your competitive advantage is. In answering, please comment on what makes your firm innovative and what services, approach, tools, resources and/or expertise your firm offers that would provide value to DC and set you apart from other providers.

Maximum response length: 500 words

Weighting: 10%

E.2 Business / Technical Requirements

E.2.1 Provide three (3) case studies where your firm used open source platforms (e.g. Drupal, WordPress) to develop a new responsive web site and/or application within the past three (3) years, and specifically, describe the following points:

- i. What were your client's requirements?
- ii. What was your role within the entire process and how did technical requirements get defined and approved?
- iii. What creative or technical solutions / recommendation your firm provided to that client to address the requirements?

- iv. What were the results / benefits to the client as a result of your solution and/or recommendation(s)?
- v. What kind of additional insights or expertise did you contribute that altered and improved the approach or the technical solution implemented?

Maximum response length: 6 pages
Weighting: 10%

- E.2.2 Provide examples and links to up to two (2) web sites and/or applications your firm has built or revised in accordance to, or optimized towards compliance to, Web Accessibility Standards according to Web Content Accessibility Guidelines 2.1 AA. Please include a description of the scope and your role within this work. Describe how your firm will check and maintain compliance to global website accessibility standards in the future and as an ongoing deliverable.

Maximum response length: 3 pages
Weighting: 5%

- E.2.3 Please provide up to three (3) examples (please also attach screenshots or wireframes where applicable) that demonstrate the technical expertise of your firm related to Artificial Intelligence, web site personalization, development for marketing automation, customization and other features that impact the digital user journey within the past three (3) years.

Specially, describe the following:

- i. The background and technical requirement of the project.
- ii. List up to three (3) road blocks your firm encountered while investigating solutions, developing and/or deploying this on the web site; what actions did your firm take to overcome the road block(s) and what was the result(s).
- iii. What were the benefits to the client as a result of your work and solution / recommendations? How do you think your experience, knowledge, approach and/or technical implementation solution on the topics of AI, automation and user experience updates excelled the project success and may separate you from other providers?

Maximum response length: 5 pages
Weighting: 15%

- E.2.4 Describe your experience and expertise for Content Management System (CMS) transitions (i.e. moving a website from one content management system to another, with or without design and structural changes), or a complete website overhaul and re-launch. Please focus on your experience with open source CMS applications as well as headless CMS applications if you have worked on this in the past.

Please provide two (2) case studies where your firm has been tasked with a website migration or full rebuild of their website within the past 3 years, and specifically, describe the following points:

- i. A brief description of each project as well as the project management and the technical approach your firm took to fulfil your mandate within the project.
- ii. The background and technical requirement of the presented project
- iii. Your role within the overall project and the project structure in regards to other organizations and agencies.
- iv. List up to three (3) challenges or road blocks your firm encountered while developing, transitioning, or deploying this web site / application; what actions your firm took to overcome the road block(s) and what was the result(s).
- v. What would you consider as key success factors for the contribution of your team's work on the overall project completion?

Maximum response length: 4 pages
Weighting: 15%

- E.2.5 Describe, in detail, your firm's processes, workflow and project management methodology. Your response should address:
- i. The process for creating and deploying a new web site and/or application.
 - ii. The process for applying patches, fixes, enhancements to existing web site and/or application.
 - iii. Scope and schedule changes throughout a project.
 - iv. Resource management and tracking.
 - v. Timeline management.
 - vi. Communications to the client and client updates.
 - vii. Cost management (i.e. how do you ensure efforts do not exceed hours estimated).
 - viii. Project risks and mitigation strategy.
 - ix. Quality control and assurance (i.e. team and service quality, adherence to pre-determined requirements).

Maximum response length: 4 pages
Weighting: 10%

- E.2.6 At times, DC may work with advertising and marketing agencies on the development of web strategy that may require collaboration with the successful proponent. Please describe your firm's experience, approach and process in collaborating with DC's partners and sub-contractors. In addition, provide up to two (2) examples of your collaboration work with your other client's sub-contractors or partners that demonstrate your ability in working with DC's partners or contractors.
Please clearly indicate your role within the projects and the scope of work that was assigned to your team.

Maximum response length: 4 pages
Weighting: 5%

- E.2.7 Provide an overview of your firm's approach to manage clients' ongoing support activities (new work, bug fixes, planning etc.) and include details of the change management/client relationship tool such as a ticketing system (e.g. Jira) being used.

Maximum response length: 1 pages
Weighting: 5%

- E.2.8 Provide details on the following relating to service support:
- i. The various support levels that your company offers.
 - ii. Your support process and expected turnaround times.
 - iii. Your support process for emergency requests and for emergency requests that occur outside of DC's operating hours of 9 am to 5 pm Pacific Time.

Maximum response length: 2 pages
Weighting: 5%

- E.2.9 Describe your firm's approach to take over the day to day maintenance and any active site development projects and updates of the various DC web sites from another DC contractor.

Please describe the approach you would take to ensure that there is a seamless transition and include one (1) client example from the past three (3) years, outlining the transition plan, results and any lesson learned.

Maximum response length: 2 pages
 Weighting: 5%

E.3 Weighting Table for Reference

The following table is provided as a reference to illustrate how each question is scored and weighted.

Desirable Criteria Question #	Desirable Criteria Question Weighting	Desirable Criteria Question Weighted	Example Proponent Score	Example Proponent Weighted Score
E.1.1	10%	4.50%	5/5	4.50%
E.1.2	5%	2.25%	3/5	1.35%
E.1.3	10%	4.50%	4/5	3.60%
E.2.1	10%	4.50%	2/5	1.80%
E.2.2	5%	2.25%	4/5	1.80%
E.2.3	15%	6.75%	5/5	6.75%
E.2.4	15%	6.75%	3/5	4.05%
E.2.5	10%	4.50%	4/5	3.60%
E.2.6	5%	2.25%	3/5	1.35%
E.2.7	5%	2.25%	2/5	0.90%
E.2.8	5%	2.25%	3/5	1.35%
E.2.9	5%	2.25%	4/5	1.80%
Example Total	100%	50%	42/60	32.85%
A score of 60% = 27% or higher is required to advance to the next stage of evaluations, Presentations/Demonstrations.				

SECTION F – PRESENTATION / DEMONSTRATION REQUIREMENTS

F.1 Presentations / Demonstrations Requirements

DC will require proponents, who have made the Shortlist, to give a presentation, the presentation will include one or more of the case studies used in the proponent's response to the NRFP.

Proponents may be expected to highlight the following:

- Company overview and key account people proposed for DC's account.
- Company values, mission, and vision.

How the company stays on top of new technology with a presentation that expands on one of the case studies from the submission

*Presentations will take place remotely on:

- September 15, 2021 at 10:00 AM Pacific Time
- September 16, 2021 at 9:00 AM Pacific Time
- September 20, 2021 at 8:30 AM Pacific Time.

Further details will be provided to the Shortlisted proponents.

*Dates subject to change at DC's sole discretion, proponents are expected to be available for the dates and times noted above.

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

SECTION G – 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.

G.1 Proposed Pricing Detail

The Contractor will be paid based on time and materials. DC requires the Contractor to provide the hourly rate for the various resources that will be used to manage DC’s account and complete the work.

Complete the table below for all of the resources to be used for DC’s account. Please only include the resources that apply and remove or mark as not applicable (N/A) for any that do not.

Position Title	Hourly Rate
CEO	
VP Business Lead	
VP Technology / Solution Architect	
Digital Business Analyst / Technical Architect	
Senior Director, Strategy and Transformation	
Account Director	
Account Manager	
Digital Project Manager	
Account Administrator	
Quality Assurance Manager	
Quality Assurance Assistant	
Senior Systems / Cyber Security Analyst	
SEO & Analytics Specialist	
Manager, Business Intelligence & Data Sciences	
Business Intelligence & Data Sciences Specialist	
Digital User Experience (UX) Architect	
Art Director, Creative Lead	
Senior UX Designer, Digital	
UX Designer, Digital	
Designer, Digital	
Director Customer Experience (CX)	
Research Lead, Digital	

Development Director	
Development Team Lead	
Senior Developer (Backend/Full stack)	
Junior Developer (Backend/Full stack)	
Developer (Frontend)	
Developer (Integrator)	
Content Management System (CMS) Specialist	
Content Entry Assistant	

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

G.2 Payment Discounts

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

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

G.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.

G.3.1 Please indicate any other pricing strategies that your company may be willing to discuss with DC.

SECTION H – NRFP PROCESS AND TERMS

H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	July 15, 2021, 14:00 hours PT
Intent to Submit (*)	August 2, 2021, 14:00 hours PT
Closing Date and Time	August 11, 2021, 14:00 hours PT
Presentations of Shortlisted Proponents	September 15, 2021, September 16, 2021 and September 20, 2021
DC will endeavour to notify all proponents of its selection by:	November
Timeframe for Negotiations	5 days following notification by DC

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

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

H.2 Interpretation of the NRFP

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

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

H.3 Inquiries and Communication

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

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

H.4 Accuracy of Information

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

H.5 Amendments

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

It is the proponent's responsibility to regularly review 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).

H.6 Modification and Withdrawal

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

H.7 Period of Validity

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

H.8 Proposal Expenses

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

H.9 Language

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

H.10 Negotiations

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

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

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

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

H.11 Contract Award

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

- i. should be negotiated within the Timeframe for Contract Negotiations;
- ii. may include, but not be limited to, the general contract terms contained in Appendix 5; and

- iii. will commence upon signature by the duly authorized representatives of DC and the successful proponent.

H.12 Debriefing

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

H.13 Material Circumstances

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

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

H.14 Proponents Not to Promote Their Interest

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

H.15 Confidentiality

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

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

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

H.16 Publicity

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

H.17 No Collusion

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

H.18 Law

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

H.19 Indemnities

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

H.20 Rights of Destination Canada

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

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

SECTION I: LIST OF APPENDICES

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

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM

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 _____, 2018

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MATERIAL CIRCUMSTANCE:

DC requires proponents to disclose all Material Circumstances (as defined in 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 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.