



Canadian Tourism  
Commission

Commission canadienne  
du tourisme

## Negotiated Request for Proposal

Name of Competition:	Official Languages Gap Analysis and Policy Refresh
Competition Number:	DC-2021-CD-07
Closing Date and Time:	December 8, 2021, 14:00 Pacific Standard Time (PST)
Contracting Authority:	Christine Duguay Procurement Advisor 604-638-8345 <a href="mailto:procurement@destinationcanada.com">procurement@destinationcanada.com</a>

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## SECTION A – INTRODUCTION

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The Canadian Tourism Commission, doing business as Destination Canada ("DC"), is Canada's national tourism organization and a Crown corporation of the federal government. Destination Canada 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.

At Destination Canada we believe in the power of tourism.

Our aspiration 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.

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

### A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for consulting services pertaining to Destination Canada's official languages obligations.

There are two sections to the Scope of Work:  
Scope A – Official Languages Gap Analysis and Policy Refresh  
Scope B – Training

Destination Canada requires a proponent who can complete Scope of Work A and desires the proponent to be able to also complete Scope of Work B. A proponent who is only able to complete Scope of Work A will not be disqualified should they not have the capabilities to complete Scope of Work B. Destination Canada will not be accepting proposals from proponents who only have the capabilities to complete Scope of Work B.

See Statement of Work (Section C) for detailed requirements. It is Destination Canada's intent to enter into an agreement with the proponent who can best serve the interests of Destination Canada.

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" with Destination Canada. Instead, the process is intended to enable Destination Canada to learn what proponents can offer by way of goods or services in response to Destination Canada's Statement of Work. Depending on the number and variety of responses, Destination Canada will subsequently negotiate with those proposals that best serve its needs, as determined by Destination Canada.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against Destination Canada 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 Destination Canada to enter into any agreement. The intent of this NRFP is to identify those vendors capable of meeting Destination Canada's requirements and with whom a final agreement may be negotiated.

## **A.2 Contract Term**

Destination Canada anticipates entering into contract negotiations with the selected proponent. The contract term will be for an one (1) year period, with an option to extend, at Destination Canada's sole discretion, for a total period not to exceed another one (1) year. Destination Canada 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**

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### **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 Destination Canada in its sole discretion.

### **B.2 Desirable Criteria, Case Study, Presentations and Pricing Evaluation**

Proposals meeting the mandatory criteria will then be evaluated and scored on the desirable criteria set out below. Those proponents who achieve a score of 60% or higher may be further evaluated against a case study exercise and presentation, followed by pricing as set out below.

Destination Canada’s evaluation committee may be comprised of Destination Canada employees and consultants to Destination Canada 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 Destination Canada Senior Executive(s).

All decisions on the degree to which proposals and or presentations 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) Scope of Work A	75%
	Desirable Criteria Questionnaire (Section E) Scope of Work A and B	80%

Proposals will be evaluated based on meeting the desirable criteria as noted in Section E. Proposals that achieve a score of 60% or higher on the desirable criteria (the “Threshold”) will meet the Threshold and will be longlisted (the “Longlist”) to be further evaluated through a case study exercise.

B.2.2	Case Study and Presentations (Section F)	50%
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#### **Case Study (30%)**

The Longlist will be invited to submit a response to a case study. The case study will be provided by Destination Canada to the Longlist proponents, who will have a limited amount of time to respond (i.e. 24 to 48 hours). Proponents with top ranked case study responses (the “Shortlist”) will be further evaluated through presentations and their submitted pricing.

#### **Presentations (20%)**

Presentations will be used to verify information submitted through proposals, to review case study responses and to assess proponents’ capabilities.

B.2.3	Proposed Pricing (Section G)	<u>25%</u>
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TOTAL EVALUATION SCOPE OF WORK A	150%
TOTAL EVALUATION SCOPE OF WORK A AND SCOPE OF WORK B	155%

### B.3 Negotiations

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

### B.4 Proposal Submission, Intentions, and Questions Instructions

#### B.4.1 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 Pacific Standard Time (PST), December 8, 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 Destination Canada. The time stamp of DC's email system shall be the official time for receipt of the proposal.

#### B.4.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PST, November 18, 2021**. Questions submitted after this date and time may not be responded to.

If Destination Canada, 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 Destination Canada explaining why it should not be included with the posted anonymous questions and answers. If Destination Canada concurs with the request, the question will be answered in confidence and will not be posted. If Destination Canada 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.4.3 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 PST, November 30, 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.4.4 Instructions

All submissions, intentions, and questions are to be e-mailed to [procurement@destinationcanada.com](mailto:procurement@destinationcanada.com) and should reference “**NRFP DC-2021-CD-07- Official Languages Gap Analysis and Policy Refresh - 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 twenty megabyte (“MB”) file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 20 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.5 NRFP Form of Response, Format and Depth

#### B.5.1 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
- Section D – Mandatory Criteria Questionnaire
- Section E – Desirable Criteria Questionnaire
- Section F – Pricing Proposal (separate file)

#### B.5.2 NRFP Format and Depth

This Negotiated Request for Proposals sets out Destination Canada'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 Destination Canada 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 Destination Canada and references to any material, information or presentations not included in your proposal response will not be considered. No assumptions should be made that Destination Canada has any previous knowledge of the proponents' qualifications other than that supplied pursuant to this NRFP.

#### **B.6 Contractor Performance Management**

Destination Canada 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 Destination Canada may be considered as an unqualified proponent and their proposal may be rejected. Destination Canada reserves the right to exercise this option as is deemed proper and/or necessary.

## SECTION C – STATEMENT OF WORK

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### C.1 Background

As a federal Crown corporation, Destination Canada has certain obligations under the *Official Languages Act* (OLA). In particular, we have the following four obligations:

- **Communications With and Services to the Public – Part IV of the OLA**  
Communications and services to the public are provided in both official languages.
- **Language of Work – Part V of the OLA**  
Employees have the right to work in the official language of their choice in designated bilingual regions.
- **Participation of English-speaking and French-speaking Canadians – Part VI of the OLA**  
The composition of the workforce reflects the presence of both official language communities.
- **Development of Official Language Minority Communities and Promotion of Linguistic Duality – Part VII of the OLA**  
Enhance the vitality and support the development of Official Language Minority Communities (OLMCs); Promote linguistic duality in the workplace and in Canadian society.

Since the onset of the COVID-19 pandemic, Destination Canada has experienced a significant uptick in the demand for public-facing communications, research and corporate information. We have been sharing this wealth of data and information with our partners and the public at large through webinars, our corporate website, industry newsletters, media relations efforts and social media. A domestic leisure marketing program was also introduced in 2020 and this program is now a significant component of the overall marketing program in 2021 and beyond.

As the domestic marketing program continues to roll out and as we respond to the information needs of the industry through increased cadence and volume of communications, the profile of our work has been elevated on a federal level and to Canadians.

In accordance with the OLA, information geared towards the Canadian public must be communicated in both official languages. Annually, our organization undergoes federal assessments of compliance with our obligations under the OLA, resulting in a published report card by the Office of the Commissioner of Official Languages. Despite increasing work pressures brought on by the pandemic, we, along with other federal institutions, were reminded in 2020 of the expectation to comply with all obligations under the OLA.

Destination Canada is committed to compliance with federal official language reporting requirements. Aside from being a federal requirement, we strive to effectively meet the changing information needs of our industry and Canadians. Through our work in marketing and research, and soon in destination management, we have the opportunity to connect with Canadians in English and French; that is a critical part of Canadian culture.



Furthermore, fostering a greater understanding and appreciation for Canada's linguistic duality among staff aligns well with our current corporate priority to advance justice, equity, diversity and inclusion within our workplace and our work practices.

Some policy instruments governing official languages obligations are subject to broad interpretation, yielding ambiguities in their application to our unique operating context. We are headquartered in Vancouver, BC; a region not designated a bilingual region of Canada by federal authorities, and maintain a satellite office in Ottawa, Ontario and offices in other countries. We carry a mandate that, prior to the COVID-19 pandemic, had been primarily internationally focused. We do not offer direct services to the Canadian public, but do hold industry events such as trade shows, annual general meetings and webinars which can be attended by Canadian audiences. As such, our operating context is different than most Canadian federal departments and agencies. We want to ensure compliance and minimize reputational risk to the organization, particularly as our work is building a greater domestic profile.

## **C.2 Objectives**

The objectives of this consulting engagement are to:

- Identify what Destination Canada's specific obligations are with respect to official languages, as they relate to our particular nature of work, role and organizational context.
- Assess whether our organization is meeting these minimum obligations.
- Identify what improvements should be made to our official languages activities and management practices, if any.
- Identify how Destination Canada can go above and beyond to exceed obligations.

Long-term impacts of this consulting engagement are to:

- Promote an increased understanding of and appreciation for Canada's linguistic duality.
- Foster adherence to the official languages obligations placed on Destination Canada as a Crown corporation.
- Implement appropriate measures that address deficiencies in meeting obligations with respect to communications with the public and with employees.
- Incite positive behavioral changes in internal processes regarding translation.
- Minimize the reputational risk to our organization.
- Determine Destination Canada's risk tolerance for complaints and incidents related to official languages, while balancing the need to deliver on our mandate and be fiscally responsible.

## **C.3 Scope of Work**

### **C.3.1 Scope of Work A – Official Languages Gap Analysis and Policy Refresh**

To support us in our endeavor, we are looking for consulting services that will provide an independent, unbiased and evidenced-based interpretations and recommendations. The Contractor will:

1. Identify our specific obligations under the OLA as they relate to our particular nature of work, role and organizational context. Activities should include, but are not limited to identifying our specific obligations in:
  - a. public communications and advertising, domestically and internationally
  - b. communications with industry stakeholders
  - c. internal communications
  - d. internal financial, employee, document and workflow management systems
  - e. staffing and other Human Resource considerations
  - f. providing support for the development and/or economic advancement of official language minority communities in Canada.
2. Define key terms (e.g. service, public) as they pertain to Destination Canada's operating context. A list of key terms will be provided to the selected proponent.
3. Conduct an assessment to identify any existing deficiencies in organizational compliance with the OLA.
4. Conduct a scan of other federal organizations that are similar to Destination Canada in terms of operating context that may serve as comparative benchmarks or standards, and/or a model of best practices.
5. Conduct a scan of recent and/or relevant case studies (i.e. other organizations) and legislative decisions (e.g. courts, Office of the Commissioner of Official Languages) for applicability to Destination Canada.
6. Recommend courses of action for Destination Canada to pursue over the next one (1) to three (3) years that will:
  - a. address any compliance gaps
  - b. support the advancement and/or further development of official language minority communities in Canada
  - c. improve how we convey, through legislative reporting, how we are meeting our legislative obligations
  - d. modernize governance and internal management of official languages practices.
  - e. exceed the minimum level of official language obligations placed on Destination Canada, and that would serve to foster an increased awareness of, understanding of and appreciation for Canada's linguistic duality.

Recommendations must be backed by relevant legislation and/or policies. They should address how recommended changes in business activities will either meet or exceed compliance requirements, and should be categorized in terms of risk and priority of implementation.

7. Refresh our internal Official Languages Policy, taking into account changes in applicable legislations and policy instruments, federal priorities, advances in technology, Destination Canada's communication channels and the business environment.

8. Develop a user guide for Destination Canada's business units to understand which and under what circumstances an official language obligation applies, and the resulting steps to take to ensure compliance.
9. Propose solutions to various scenarios that Destination Canada has either encountered over the years, or anticipates encountering in the future, for which existing policy instruments are either silent or ambiguous in terms of how they apply to our particular context. Proposed solutions must be backed by relevant legislation and/or policies. A list of up to 20 scenarios will be provided to the Contractor.
10. A presentation to executive staff of our official languages obligations, key findings and recommended courses of action to pursue over the next one (1) to three (3) years to meet and/or improve compliance.

#### C.3.2 Scope of Work B – Training

Develop and deliver training as follows:

- a. General training to all staff on the purpose and spirit of the OLA, the organization's broad obligations to the public and definitions of key terms within the context of Destination Canada's work and mandate.
- b. Tailored training to individuals occupying roles in public-facing communications channels (i.e. media relations, procurement, research inquiries) on their specific obligations.
- c. Tailored training for administrators responsible for ensuring that official languages obligations are met, which covers roles and responsibilities, best practices and the tools and resources available.

### C.4 Approach and Methodology

#### C.4.1 Scope of Work A – Official Languages Gap Analysis and Policy Refresh

It is anticipated that key activities will include:

1. The development of a project plan to be approved by Destination Canada's Project Authority.
2. Weekly meetings / check-ins with the Destination Canada project authority to review progress and address any project challenges.
3. An external documentation review of existing official language federal policy instruments, including recent report cards on Destination Canada completed by the Office of the Commissioner of Official Languages in order to:
  - a. Understand the priority and expectations of the federal government when it comes to fostering Canada's linguistic duality and its impact on federal organizations.
  - b. Determine which parts of the OLA apply to Destination Canada.
  - c. Assess how any recent and pertinent decisions or findings by the Office of the Commissioner of Official Languages apply to Destination Canada.

4. A scan for best practices by other federal organizations with a similar operating context.
5. An internal documentation review of Destination Canada's governing documents in order to:
  - a. Assess where and how we are meeting OLA obligations
  - b. Assess where we are falling short of meeting minimum OLA obligations
  - c. Determine what we could be doing to exceed OLA obligations
  - d. Understand our current state, our processes for complying with the OLA and guidelines to staff in managing and adhering to obligations.
6. Up to 10 interviews with key staff to understand:
  - a. The dynamics of our organization
  - b. What kinds of roles we have, particularly those that are public-facing
  - c. What we believe our obligations are and how we are meeting them
  - d. Any challenges or gaps in employee understanding of OLA requirements as it pertains to their roles.
7. Up to five (5) interviews with external partners to:
  - a. Understand the nature of our work with external partners
  - b. Understand if we are meeting the needs and/or expectations of partners as it relates to linguistic duality
  - c. Obtain partners' perspectives on how we can better meet their needs of linguistic duality, as applicable and as related to our work with them.
8. A gap analysis to determine current compliance deficiencies.

## **C.5 Deliverables and Schedule**

Destination Canada intends for the project to be completed by the Contractor in one (1) year or less. The Contractor will deliver:

### **C.5.1 Scope of Work A – Official Languages Gap Analysis and Policy Refresh**

The Contractor will deliver:

1. A project plan outlining all phases of the project and the associated tasks, milestones, timelines for completion and associated level of effort. Destination Canada's Project Authority must approve the project plan before the work begins.
2. A research plan that outlines the approach and schedule for gathering and assessing information from legislative reviews, documentation reviews and stakeholder interviews. Destination Canada's Project Authority must approve the research plan before research begins.
3. A synthesis of findings from the paper review exercise and stakeholder interviews. This synthesis should outline current compliance deficiencies backed by evidence and applicable legislative citations.
4. An outline of the anticipated final report.

5. A preliminary report including:
  - a. An executive summary
  - b. The purpose of the consulting engagement
  - c. A description of the methodology used as the basis for determining the findings and recommended courses of action
  - d. The operating context of Destination Canada and how it is unique from other federal Crown corporations
  - e. Destination Canada's official languages obligations, in relation to its particular nature of work, role and organizational context, as evidenced by applicable legislation and/or policies.
  - f. Detailed findings and emerging themes, including a "current state" assessment of our progress at meeting our obligations, and including the obligation to develop official language minority communities in Canada
  - g. An assessment of Destination Canada's organizational gaps in employee understanding and governance processes
  - h. Definitions for key official language terms, within the context of Destination Canada's operating environment
  - i. Recommendations to address meeting minimum OLA obligations, including reference to any best practices used by other organizations operating under a similar context to Destination Canada and/or relevant legislative decisions (i.e. courts, Office of the Commissioner of Official Languages, etc.)
  - j. Proposed courses of action, categorized by risk and implementation priority, for Destination Canada to pursue over the next one (1) to three (3) years in order to:
    - correct for any compliance deficiencies
    - exceed minimum OLA obligations
    - improve progress at developing official language minority communities
    - better support the linguistic needs of Destination Canada's partners, as applicable.
  - k. An appendix containing a short summary and links to relevant case studies and/or legislative decisions that are applicable to Destination Canada
  - l. An appendix containing solutions to the various official language scenarios provided by Destination Canada.

This preliminary report will be the basis for Destination Canada to review the findings and provide feedback which should be considered for the final report.

6. A final report containing the items listed in #5 above, and that addresses feedback from Destination Canada on the draft report.
7. An updated Official Languages Policy and an accompanying document outlining the proposed changes and the rationale for each change. The Contractor will revise the draft policy as required based on feedback received from Destination Canada.
8. An easy-to-follow user guide for Destination Canada's business units outlining specific obligations under the OLA, the circumstances under which an obligation applies, and the necessary steps to take to ensure compliance.

9. Recommendations on how Destination Canada can better convey, through legislative reporting, how we are meeting our obligation to develop official language minority communities.
10. A presentation to executive staff of our official languages obligations, key findings and recommended courses of action to pursue over the next one (1) to three (3) years to meet and/or improve compliance.

#### C.5.2 Scope of Work B – Training

The Contractor will deliver:

Three (3) training sessions to staff on the organization's official languages obligations, including one (1) general session for all staff, one (1) tailored to individuals occupying roles in public-facing communications channels and one (1) tailored to administrators.

#### C.6 Performance Standards and Quality Measurement

The Contractor's performance will be reviewed through weekly check-ins and/or progress reports submitted by the Contractor to the DC Project Authority. The Contractor's performance will be measured against the agreed upon project plan to be developed by the contractor at the start of the project.

Any performance issues identified by DC 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 Destination Canada Responsibilities and Support

Destination Canada will assign a Project Authority who will provide guidance to the contractor in the delivery of the work and serve as the Contractor's main point of contact. Specifically, the Project Authority will:

- Provide guidance throughout the project and address any questions or concerns raised by the Contractor.
- Act as a vendor relationship manager with the Contractor.
- Interface with the Contractor through regular status calls and project specific meetings/teleconferences, as needed.
- Provide Destination Canada documentation to the Contractor and arrange for stakeholder interviews.
- Provide feedback and approval of all deliverables.
- Work with the Contractor to keep the project on task, on time and within budget.
- Assess project progress and evaluate the Contractor's performance to ensure that the Contractor is supplying the expected quality of deliverables outlined in the Contract.

#### C.8 Contractor Responsibilities

The Contractor is expected to work collaboratively with all identified personnel engaged in this project, whether they are Destination Canada employees or external partners.

Engagements, meeting, teleconferences, etc. with identified personnel are expected to take place during regular business hours, Monday to Friday with the exception of Canadian statutory holidays. Work is expected to primarily be conducted remotely or at the Contractor's own facility. On occasion, some work (i.e. presentations, meetings) could be expected to take place at Destination Canada's office in Vancouver, BC.

In addition, the Contractor is expected to do the following:

- Assign a Project manager who will lead the work and serve as the main point for contact for DC.
- Coordinate all project activities.
- Set up regular status calls and project specific meetings, as needed.
- Provide immediate notification of any project delays.
- Have access to standard office tools such as phone, email, Microsoft Office products and videoconferencing capabilities (i.e. Zoom). These tools will be used for communication, collaboration and document sharing. Destination Canada will not assume any costs related to this set up.

#### **C.9 Contractor Abilities/Qualifications**

The Contractor is expected to have the following experience and abilities/qualifications:

- Project Management experience and the ability to use a project management tool (such as Smartsheet).
- Organizational skills.
- Have a high attention to detail.
- Ability to clearly and effectively communicate in English.
- Have an unbiased approach to the project to ensure neutrality throughout the project.
- Have previous experience conducting analysis, summarizing information, writing reports and making recommendations for a senior audience.
- Have experience conducting stakeholder interviews.

#### **C.10 Risks and Constraints**

All work, engagement and deliverables must be produced in English. Interviews are expected to be conducted in English, or in French if preferred by the interviewee and if the Contractor is able to accommodate it at no additional cost.

#### **C.11 Reporting and Communication**

Weekly progress meetings via teleconference will occur with the Project Authority. These may be preceded by weekly progress reports at the discretion of the Project Authority.

#### **C.12 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**

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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 previous experience reviewing legislation and/or policy for applicability.

Are you able to comply with this requirement?

Yes

No

D.1.2 The proponent must have the ability to work, verbally communicate and write fluently in English.

Are you able to comply with this requirement?

Yes

No

D.1.3 The proponent must have previous experience conducting analysis, summarizing information, writing reports and making recommendations for a senior audience.

Are you able to comply with this requirement?

Yes

No

D.1.4 The contractor must have the ability to ensure neutrality throughout the consulting engagement and in the resulting recommendations.

Are you able to comply with this requirement?

Yes

No

D.1.5 The proponent must have previous experience conducting stakeholder interviews.

Are you able to comply with this requirement?

Yes

No

D.1.6 The proponent must provide the resumes of all professionals proposed to be engaged in this project.

Are you able to comply with this requirement?

Yes

No

D.1.7 The proponent must have project management capabilities?

Are you able to comply with this requirement?

Yes

No

D.1.8 The proponent must provide three (3) references for relevant past projects and include those details in APPENDIX 1.

Are you able to comply with this requirement?

Yes

No



**SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE**

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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 Company and Personnel Overview (15%)**

E.1.1 Provide an overview of your organization including, but not limited to, the following information:

- Company history, ownership, organizational structure and office location(s).
- Number of employees.
- Services and products offered including areas of specialization.
- Any experience in servicing Canadian Crown corporations or a similarly structured organization in the past 24 months.
- Copies of applicable anti-fraud prevention policies or guidelines.
- Copies of applicable diversity and inclusion policy or guidelines.

Response should be limited to 500 words excluding policies.

Maximum Marks Available – 5%

E.1.2 Include a profile (i.e. resume) of each personnel who may be assigned to this work, including relevant experience, skills, areas of expertise, credentials, education, and any relevant awards / industry recognition received.

Response should be limited to 1,000 words per profile.

Maximum Marks Available – 10%

E.1.3 Indicate which Scope of Work you have the capabilities to complete:

Scope of Work	Indicate Yes or No
Scope of Work A – Official Languages Gap Analysis and Policy Refresh	
Scope of Work B – Training	

Maximum Marks Available – 0% (not weighted)

**E.2 Relevant Experience (30% Scope of Work A and 32% Scope of Work A and B)**

Scope of Work A – Official Languages Gap Analysis and Policy Refresh

E.2.1 Provide up to three (3) examples of similar projects that you have led and that required an in-depth understanding of governing legislation and/or policies. This could include experience and practice in applying the principles and obligations of the *Official Languages Act* to a place of business of a similar role, mandate or operating context as Destination Canada. Please include examples of relevant

research, legislative/policy reviews and interpretations, and formulation of recommendations.

Projects should be clearly described and include the following information:

- Project title
- Date (month / year)
- Client name
- Subject matter
- Project objectives, scope of work and methodology
- Team members (names and tasks).

Response should be limited to 1,500 words per example.

Maximum Marks Available – 10%

E.2.2 Provide up to three (3) examples where you successfully conducted organizational reviews and/or audits for organizations with a similar operating context. This could include private or public sector organizations (i.e. federal or provincial Crown corporation). Describe the projects, objectives, tasks, outcomes, deliverables, measures of success and any other relevant information. Higher marks will be given to projects that are relevant to the work being sought in this NRFP. Examples may be the same as those mentioned in response to E.2.1.

Projects should be clearly described and include the following information:

- Project title
- Date (month / year)
- Client name
- Subject matter
- Project objectives, scope of work and methodology
- Team members (names and tasks).

Response should be limited to 1,500 words per example.

Maximum Marks Available – 20%

#### Scope of Work B – Training

E.2.3 Describe your training capabilities and include an example of training you have developed and delivered:

Example should be clearly described and include the following information:

- Training type/audience
- Date (month / year)
- Client name
- Subject matter
- Objective(s) of the training
- Team members (names and tasks).

Response should be limited to 1,500 words.

Maximum Marks Available – 2%

Proponents who are only responding to Scope of Work A will not lose 2%.

**E.3 Approach and Methodology (30% Scope of Work A and 33% Scope of Work A and B)**

Scope of Work A – Official Languages Gap Analysis and Policy Refresh

E.3.1 Provide a detailed description of the proposed approach and methodology your firm is proposing to undertake for this project.

No response limit

Maximum Marks Available – 15%

E.3.2 Provide a detailed outline of your firm's proposed project management plan, including tasks, schedules, milestones and time in hours for each major activity.

No response limit

Maximum Marks Available – 10%

E.3.3 Identify any major difficulties anticipated in completing the work, including possible solutions. Highlight any issues or challenges you foresee with the delivery of Destination Canada's requirements, as set out in Section C. Please explain any steps you would take to overcome these or mitigate the risk of these occurring.

Response should be limited to 500 words.

Maximum Marks Available – 5%

Scope of Work B – Training

E.3.4 Provide a detailed description of the proposed approach and methodology your firm is proposing to undertake for the training.

Response should be limited to 500 words.

Maximum Marks Available – 3%

Proponents who are only responding to Scope of Work A will not lose 3%.

#### E.4 Weighting Table for Reference

The following table is provided as a reference to illustrate how each question is scored and weighted. Destination Canada scores each criteria on a scale from 0 (zero) to 5 (five).

##### Scope of Work A

Desirable Criteria Question #	Desirable Criteria Question Weighting	Example Proponent Score	Example Proponent Weighted Score
E.1.1	5%	5/5	5.00%
E.1.2	10%	3/5	6.00%
E.2.1	10%	2/5	4.00%
E.2.2	20%	4/5	16.00%
E.3.1	15%	5/5	15.00%
E.3.2	10%	3/5	6.00%
E.3.3	5%	4/5	4.00%
<b>Example Total</b>	<b>75%</b>	<b>26/35</b>	<b>56.00%</b>
<b>A score of 60% (which is 45% of the 75%) or higher is required to advance to the next stage of evaluation.</b>			

##### Scope of Work A and B

Desirable Criteria Question #	Desirable Criteria Question Weighting	Example Proponent Score	Example Proponent Weighted Score
E.1.1	5%	5/5	5.00%
E.1.2	10%	3/5	6.00%
E.2.1	10%	2/5	4.00%
E.2.2	20%	4/5	16.00%
E.2.3	2%	3/5	1.20%
E.3.1	15%	5/5	15.00%
E.3.2	10%	3/5	6.00%
E.3.3	5%	4/5	4.00%
E.3.4	3%	3/5	1.80%
<b>Example Total</b>	<b>80%</b>	<b>32/40</b>	<b>59.00%</b>
<b>A score of 60% (which is 48% of the 80%) or higher is required to advance to the next stage of evaluation.</b>			

## **SECTION F – CASE STUDY AND PRESENTATION**

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### **F.1 Case Study (30%)**

Destination Canada will require proponents who have made the Longlist to submit a response to a case study as provided by Destination Canada. Proponents will be asked to study and assess the scenario and provide advice on how to best handle the scenario. Proponents will have between 24 to 48 hours to submit their case study response to Destination Canada.

All costs associated with the case study will be the responsibility of the proponent.

### **F.2 Presentation (20%)**

Destination Canada will require proponents who have made the Shortlist to give a presentation of their organization and the services being proposed.

The presentation may include:

- An overview of the organization
- Service offerings
- How the organization can best meet Destination Canada's requirements, as set out in Section C
- Any differentiating factors from competitors
- An introduction to the service team
- Case study response

Presentations will serve as an opportunity for Destination Canada to verify the proponent's capabilities and ask any questions related to their submitted proposal and case study response.

Presentations will take place through video conferencing and are expected to be between one (1) and one and a half (1.5) hours in duration.

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

## SECTION G – PRICING

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

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

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

### G.1 Proposed Pricing Detail

Provide a firm fixed price for this work, including a detailed breakdown of how this cost is derived using a table similar to the below. All prices must be quoted in **Canadian** dollars, excluding taxes.

Example of proponent pricing table:

<b>Task/Project Milestone</b>	<b>Resource level</b>	<b>Rate</b>	<b>Number of Hours</b>	<b>Cost</b>
Documentation review		\$	----hrs	\$
Interviews		\$	----hrs	\$
Research		\$	----hrs	\$
Report drafting		\$	----hrs	\$
Project management		\$	----hrs	\$
Other (insert description)		\$	----hrs	\$
<b>Total</b>		<b>\$</b>	<b>----hrs</b>	<b>\$</b>

### G.2 Payment Discounts

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

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

### G.3 Pricing Strategies

Destination Canada 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 Destination Canada. Destination Canada, at its sole discretion, may or may not review or consider any such offerings that are proposed.

Please indicate any other pricing strategies that your company may be willing to discuss with Destination Canada.

## SECTION H – NRFP PROCESS AND TERMS

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### H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	November 18, 2021, 14:00 hours PST
Intent to Submit (*)	November 30, 2021, 14:00 hours PST
<b>Closing Date and Time</b>	<b>December 8, 2021, 14:00 hours PST</b>
Case Study	January 13, 2022, 14:00 hours PST
Presentations of Shortlisted Proponents	week of February 7, 2022
DC will endeavour to notify all proponents of its selection by:	April 30, 2022
Timeframe for Concurrent Negotiations	Two (2) to five (5) days following notification by DC

Note: The schedule is subject to change at Destination Canada'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 Destination Canada, 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 Destination Canada to comment on any portion of this NRFP or the requirements described in this NRFP. Destination Canada 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 Destination Canada Contracting Authority.

Making inquiries to an unauthorized person or any attempt to influence the outcome of this process by contacting Destination Canada 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, Destination Canada 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 Destination Canada in an amendment to the NRFP. If this NRFP was posted on the Government of Canada BuyandSell.gc.ca website ("BuyandSell"), Destination Canada may post amendments to BuyandSell, provide amendments to all proponents who received an invitation, or provide amendments to all proponents who submitted an Intent to Submit a proposal.

It is the proponent's responsibility to regularly review [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca) for amendments to the NRFP that Destination Canada 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 Destination Canada by e-mail notice provided that such e-mail is received by Destination Canada 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 Destination Canada, 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 Destination Canada 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**

Destination Canada 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 Destination Canada, hereafter referred to as the "Preferred Proponent(s)". Proponents are cautioned not to assume that the lowest priced proposal will result in a contract award.

Destination Canada 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 Destination Canada for supplementary information from the proponent(s) to verify, clarify or supplement the information provided in its proposal or confirm the conclusions reached in the evaluation and may include requests by Destination Canada for improved pricing from the proponent(s).

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**Commented [CD2]:** Translation please note the changes from the template here

Concurrent Negotiations: The option to negotiate with more than one Preferred Proponent. The Preferred Proponents, as established under the evaluation, will be invited to enter into contract negotiations with Destination Canada. Destination Canada intends to conduct negotiations within the Timeframe for Concurrent Negotiations.

At any point in the Timeframe for Concurrent Negotiations, Destination Canada may elect to unilaterally terminate one or more negotiation(s). Final selection of one or more Preferred Proponents will be determined following Destination Canada's receipt of best and final offers. Final selection will be based upon best overall value to Destination Canada. 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 Destination Canada and the successful proponent.

#### **H.12 Debriefing**

Upon request, and at Destination Canada's sole discretion, Destination Canada will only provide a debriefing to proponents who met or exceeded the minimum Threshold or Shortlist. All requests must be in writing to the Destination Canada 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 or related to a Destination Canada employee or Board member of Destination Canada; 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 Destination Canada 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").

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

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**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**

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

Except as required by law, Destination Canada 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 Destination Canada, 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 Destination Canada 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, Destination Canada 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 Destination Canada;
- 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**

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Proponents are to submit Appendices 1 through 4 with their proposal.

<b>APPENDIX</b>	<b>FILE NAME</b>
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 Destination Canada may contact any of these references. It is requested that proponents refrain from using Destination Canada as a reference in their proposal.

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**Scope of Work A References**

**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:	

**Scope of Work B References****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 \_\_\_\_\_, 2021

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

E-mail Address:



**APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM**

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MATERIAL CIRCUMSTANCE:

Destination Canada 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**

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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**

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If applicable, the proponent must 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 Destination Canada. Destination Canada 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 Destination Canada 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**

**Commented [CD6]:** Translation please note that #7 was removed and the below has been renumbered

The following general terms may be required by Destination Canada 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 the Destination Canada file who cannot be changed without the approval of Destination Canada;
4. Dedicated time commitments (full-time equivalent basis) on a monthly or annual basis to Destination Canada work, if applicable;
5. Service levels for typical work (e.g. commitments for timing from planning stages to project launch);
6. All intellectual property created by the Contractor will be the property of Destination Canada. The Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
7. The Contractor, including their sub-contractors, indemnifies Destination Canada for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
8. The Contractor to maintain the appropriate insurance;
9. Fees to be paid on the basis of work delivered;
10. All expenses incurred by the Contractor to be passed through to Destination Canada without markup;
11. Confidentiality clauses to be included;
12. Destination Canada 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 Destination Canada terminates the contract or a particular work order for breach, then Destination Canada is not required to pay for the work;
13. Destination Canada approval required prior to Contractor sub-contracting all or part of the work or assigning the contract;
14. Contract to be governed by British Columbia law; and
15. 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.