



# REQUEST FOR PROPOSALS

ADVERTISING AGENCY

RFP No.: DDPINT-410-21-1533

Issue Date: December 8, 2021

Submission Deadline: January 13, 2022 – 11:00 am East (Quebec)

## Table of Contents

<b>1. INTRODUCTION .....</b>	<b>3</b>
1.1. Company Description.....	3
1.2. Scope of Work .....	3
1.3. Form of Agreement .....	3
1.4. RFP Tentative Timetable.....	3
1.5. RFP Coordinator .....	4
<b>2. RFP TERMS AND PROCEDURES.....</b>	<b>4</b>
2.1. Definitions .....	4
2.2. Definitions of Schedules.....	6
2.3. Rules of Interpretation.....	6
2.4. RFP Information .....	7
2.5. Clarification and Questions .....	7
2.6. Receipt Confirmation .....	8
2.7. Proposal Submission .....	8
2.8. Withdrawal of Proposal.....	8
2.9. Amendment of Proposal .....	9
2.10. Completeness of Proposal.....	9
2.11. Proponent's Proposals.....	9
2.12. Proposal Irrevocability.....	9
2.13. Acceptance of RFP .....	9
2.14. Amendments to the RFP.....	9
2.15. Clarification of Proponent's Proposal .....	10
2.16. Verification of Information .....	10
2.17. Proposal Acceptance .....	10
2.18. Substantial Compliance.....	10
2.19. No Publicity or Promotion .....	11
2.20. Debriefing .....	11
2.21. Confidentiality.....	11
2.22. Personal Information .....	12
2.23. Access to Information Act.....	12
2.24. Reserved Rights (General).....	13
2.25. Reserved Rights (as to Preferred Proponent) .....	14
2.26. Proponent's Costs .....	14
2.27. No Liability .....	14
2.28. Assignment.....	15
2.29. Priority of Documents .....	15
2.30. Governing Law.....	15

<b>3. PROPOSAL EVALUATION, FORMAT AND CONTENTS .....</b>	<b>15</b>
3.1. General .....	15
3.2. Proposal Format.....	16
3.3. Proposal Contents – Mandatory Requirements and Rated Information.....	17
3.4. Reference Verification .....	25
3.5. Tie Break Process .....	25
3.6. Preferred Proponent .....	25
<b>SCHEDULE 1 SCOPE OF WORK.....</b>	<b>26</b>
<b>SCHEDULE 2 RECEIPT CONFIRMATION .....</b>	<b>29</b>
<b>SCHEDULE 3 PROPOSAL CHECKLIST SCHEDULE.....</b>	<b>30</b>
<b>SCHEDULE 4 UNFAIR ADVANTAGE AND CONFLICT OF INTEREST STATEMENT SCHEDULE... </b>	<b>31</b>
<b>SCHEDULE 5 CORPORATE OVERVIEW SCHEDULE .....</b>	<b>32</b>
<b>SCHEDULE 6 MINIMUM REQUIREMENTS.....</b>	<b>33</b>
<b>SCHEDULE 7 PRICING SCHEDULE.....</b>	<b>34</b>
<b>SCHEDULE 8 DECLARATION AND CERTIFICATION SCHEDULE .....</b>	<b>37</b>
<b>SCHEDULE 9 REFERENCES SCHEDULE.....</b>	<b>39</b>
<b>SCHEDULE 10 CERTIFICATE OF COMPLIANCE .....</b>	<b>40</b>
<b>SCHEDULE 11 PROPONENT CONSORTIUM SCHEDULE .....</b>	<b>41</b>
<b>SCHEDULE 12 FORM OF AGREEMENT SCHEDULE .....</b>	<b>42</b>

REQUEST FOR PROPOSALS  
RFP NO: DDPINT-410-21-1533

## 1. Introduction

### 1.1. Company Description

Old Port of Montreal Corporation Inc. (the “Company”) is an agent Crown Corporation that owns and operates the Old Port of Montreal and the Montreal Science Centre.

The Company’s mandate consists of developing and promoting the development of the Old Port of Montréal's territory, and of administering, managing, and maintaining the property as an urban recreational, tourism and cultural site.

### 1.2. Scope of Work

This Request for Proposal (the “RFP”) is issued to solicit Proposals for the services of an advertising agency that will design and execute advertising campaigns for its two (2) distinct brands and products:

- the Old Port of Montreal;
- the Montreal Science Centre and its IMAX TELUS cinema; and
- any other product of the Company (the “Scope of Work”).

This is described in more detail in the Scope of Work Schedule.

### 1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “Agreement”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

It is anticipated that the Agreement will be signed on or around March 16, 2022.

The term of the Agreement is equal to the duration of the Work.

### 1.4. RFP Tentative Timetable

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	December 8, 2021
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	December 21, 2021, 5:00 pm East (Quebec)
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	December 23, 2021

RFP Submission Deadline	<b>January 13, 2022 11:00 am East (Quebec)</b>
Case study sent to Proponents qualified for stage V	<b>January 24, 2022</b>
Oral Presentation of work done on case study (only for Proponents qualified for stage V)	<b>February 24, 2022</b>
Anticipated Agreement Start Date	<b>March 16, 2022</b>

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will post any such change on the following websites: <https://buyandsell.gc.ca/> and <https://www.merx.com/>.

## 1.5. RFP Coordinator

### 1.5.1 Restricted Communications

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Coordinator:

Name: ***Rodolphe Deratte***  
 Title: Manager, Procurement  
 Address: 333, de la Commune St. W. Montreal (QC)  
 H2Y 2E2, Canada  
 Phone #: 514-838-4524  
 E-mail address: [rderatte@vieuxportdemontreal.com](mailto:rderatte@vieuxportdemontreal.com)

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

### 1.5.2 Authorized Amendments, Waivers, Information or Instructions

From the date of issue of the RFP through any award notification, only the RFP Coordinator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Coordinator. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

## 2. RFP Terms and Procedures

### 2.1. Definitions

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“**Addendum**” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and “**Addenda**” has a corresponding meaning).

“**Agreement**” has the meaning ascribed in Section 1.3 (Form of Agreement).

“**Applicable Law**” and “**Applicable Laws**” means any *Civil Code of Quebec* requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“**Business Day**” or “**Business Days**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Quebec, or as otherwise agreed to by the parties in writing.

“**Company**” has the meaning ascribed to it in Section 1.1 (Company Description).

“**Conflict of Interest**” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“**days**” means calendar days.

“**Eligible Proposal**” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“**Evaluation Team**” means the individuals who have been selected by the Company to evaluate the Proposals.

“**Personal Information**” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“**Preferred Proponent**” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“**Proponent**” or “**Proponents**” means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“**Proposal**” or “**Proposals**” means all of the documentation and information submitted by a Proponent in response to the RFP.

“**Request for Proposals**” or “**RFP**” means this Request for Proposals issued by the Company and all schedules thereto.

“**RFP Submission Deadline**” means the Proposal submission date and time as set out in

Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“**RFP Coordinator**” means the individual identified in Section 1.5 (RFP Coordinator).

“**Schedule**” means one of the schedules to this RFP listed at Section 2.2 (and “**Schedules**” has a corresponding meaning).

“**Unfair Advantage**” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

## 2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Receipt Confirmation”	Schedule 2
“Proposal Checklist Schedule”	Schedule 3
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 4
“Corporate Overview Schedule”	Schedule 5
“Minimum Requirements”	Schedule 6
“Pricing Schedule”	Schedule 7
“Declaration and Certification Schedule”	Schedule 8
“References Schedule”	Schedule 9
“Certificate of Compliance Schedule”	Schedule 10
“Proponent Consortium Schedule”	Schedule 11
“Form of Agreement Schedule”	Schedule 12

## 2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

## **2.4. RFP Information**

### **2.4.1 Proponent to Review**

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

### **2.4.2 Proponent to Notify**

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

## **2.5. Clarification and Questions**

### **2.5.1 Submission**

Proponents must submit requests for clarification in writing to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted as per the RFP Tentative Timetable at section 1.4.

### **2.5.2 Questions and Answers**

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 0 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on <https://buyandsell.gc.ca/> and <https://www.merx.com/>. In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.



Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

### **2.5.3 Issued Addenda**

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on <https://buyandsell.gc.ca/> and also <https://www.merx.com/> at least 21 days prior to the RFP Submission Deadline, unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

## **2.6. Receipt Confirmation**

Proponents must complete and return by email to the RFP Coordinator the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

## **2.7. Proposal Submission**

### **2.7.1 General**

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), by email to the following email address: [rderatte@vieuxportdemontreal.com](mailto:rderatte@vieuxportdemontreal.com) and the subject of the email should be the Proponent's name, and RFP # **DDPINT-410-21-1533**. The Proposal shall be included as an attachment to the email following the terms and conditions set out in Section 3.2 (Proposal Format).

Proposals received after the RFP Submission Deadline shall not be considered. Each Proponent is responsible for the actual delivery of its Proposal to the email address listed above.

Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely in English and/or French may be disqualified.

### **2.7.2 Receipt**

Every Proposal received will be date/time stamped according to the date/time of the email received by the RFP Coordinator at the email address referred to in Section 2.7.1 (General).

## **2.8. Withdrawal of Proposal**

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

## 2.9. Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return amended Proposals.

## 2.10. Completeness of Proposal

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

## 2.11. Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Company and will not be returned to the Proponents.

## 2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for **one hundred and twenty (120)** days from the RFP Submission Deadline.

Proposals will not be opened publicly.

## 2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

## 2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline.

No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

## **2.15. Clarification of Proponent's Proposal**

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

## **2.16. Verification of Information**

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

## **2.17. Proposal Acceptance**

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3 - *Proposal Evaluation, Format and Contents*, will form a part of the evaluation process.

## **2.18. Substantial Compliance**

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

## 2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

## 2.20. Debriefing

Not later than 15 calendar days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

## 2.21. Confidentiality

### 2.21.1 Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal ("**Company Confidential Information**") constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;

- d. such information remains the property of the Company; and
- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality or non-disclosure agreement required by the Company as part of this RFP.

### **2.21.2 Proponent Confidential Information**

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents' Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

### **2.21.3 Copies of Materials**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

## **2.22. Personal Information**

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

## **2.23. Access to Information Act**

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

## 2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- n. reject any or all Proposals in its absolute discretion, including where a Proponent has launched

legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

## **2.25. Reserved Rights (as to Preferred Proponent)**

If the Preferred Proponent fails or refuses to execute the Agreement within **ten (10) Business Days** from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for concluding the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, terminate the discussions (and proceed per (b) below);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind any invitation to execute the Agreement, and begin discussions with the next highest-ranked Proponent; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

## **2.26. Proponent's Costs**

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

## **2.27. No Liability**

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Quebec and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Quebec court.
- b. It irrevocably waives any right to and shall not oppose any Quebec action or proceeding relating to this RFP process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from a Quebec court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

## 2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

## 2.29. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

## 2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Quebec and the federal laws of Canada applicable therein.

# 3. Proposal Evaluation, Format and Contents

## 3.1. General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points	Minimum Score
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Information <sup>1</sup> : Part A – Scope of Work minimum requirements	(Pass/Fail)	Pass
III	Rated Information <sup>2</sup> : Part B – Scope of Work optimal capabilities	68	41

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<sup>12</sup> Excluding pricing.



IV	Rated Information: Part C – Pricing	40	Not applicable
V	Case study and oral presentation	30	Not applicable
VI	Reference Check	(Pass/Fail)	Pass
	<b>Total</b>	<b>138</b>	

Bids that reach or exceed the minimum score for a given stage or rated information will be eligible to proceed to the next stage of the evaluation process (an Eligible Bid). And to be more precise:

- only Bids that meet all of the Minimum Requirements in stage II will be considered by the evaluation team for the subsequent stages;
- only Bids that achieve a minimum score of 41 out of 68 points in stage III will be considered by the evaluation team for subsequent stages; and
- up to the four (4) highest-ranked Bidders in stage IV (cumulative scores from stages III, IV) will be invited to participate in stage V.  
However, in the event of a tie between the results of stage IV Bidders' Bids, the Company reserves the right to invite up to five (5) Bidders to participate in stage V.

Every Proponent should refer to the Proposal Checklist Schedule to verify that it has included in its Proposal everything requested by this RFP.

## 3.2. Proposal Format

### 3.2.1 General

The Proponent's Proposal should be comprised and formatted as follows:

- a. One (1) attached document named "Proponents' name – Proposal" containing one (1) electronic copy of the Proposal in PDF format, not including the Schedule "Pricing"; and
- b. One (1) second attachment named "Proposer Name - Pricing" to the same email containing one (1) electronic copy of the Pricing Schedule in PDF format.

### 3.2.2 Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed twenty (20) MB in size; information may be split up into separate documents, if necessary;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);

- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information point identified in section 3.3 and in the subsequent sections; and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures).

### 3.3. Proposal Contents – Mandatory Requirements and Rated Information

Proposals should respond to the requirements and questions listed in the chart below in a written document. Proposals must contain the information listed under the heading “Mandatory Requirements” below. A failure to do so will result in the Proposal being disqualified. If a “Mandatory Requirement” refers to a Schedule, then Proponents should provide responses to the “Mandatory Requirements” in the corresponding Schedule.

Proposals should address the information listed under the heading “Rated Information” below. Rated information will be scored, and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of its Proposal under corresponding headings, or in a Schedule, if directed.

MANDATORY REQUIREMENTS (Stage I)	Evaluation
<p><b>3.3.1 Declaration and Certification</b></p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.2 Unfair Advantage and Conflict of Interest Statement Schedule</b></p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.3 References</b></p> <p>The Proposal must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.4 Proponent Consortium Information</b></p> <p>The Proposal must include a completed Proponent Consortium Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>

<p>Even if a consortium is not responding to this RFP, this Schedule must be completed by the Proponent and included in the Proposal.</p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> <li>a) one member of the consortium shall be the Proponent; and</li> <li>b) the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement.</li> </ul>	
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<p><b>3.3.5 Certificate of Compliance</b></p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule. The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal. Failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>
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<b>RATED INFORMATION</b>	<b>Scoring</b>	<b>Evaluation</b>
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<p><b>Part A– Minimum requirements for Scope of Work (Stage II)</b></p>		<p><i>Available Points: n/a</i> <i>Minimum required: pass</i></p>
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<p><b>3.3.6 Scope of Work minimum Requirements</b></p> <p>The Bidder must demonstrate that it meets all minimum requirements described in the Minimum Requirements Schedule to qualify for the next phase of the evaluation process, by completing the Minimum Requirements Schedule in accordance with the instructions contained in that Schedule.</p>	<p>Pass or fail</p>	<p>To obtain a Pass rating and be eligible to proceed to Phase III of the evaluation process, the Bidder must demonstrate that it meets all the minimum requirements described in the Minimum Requirements Schedule.</p>
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**Part B – Optimal capabilities for Scope of Work (Stage III)**

**Available points: 68  
Minimum required: 41**

<p><b>3.3.7 Bidder's company overview</b></p> <p>The Bidder must fill out the Corporate Overview Schedule in accordance with the instructions contained in that Schedule.</p>	<p><b>3</b></p>	<p>To obtain maximum points for this criterion, the Bidder must include in its Bid a duly completed Corporate Overview Schedule in accordance with the instructions contained in that Schedule.</p>
<p><b>3.3.8 Bidder's experience with projects with budgets similar to those of the Company</b></p> <p>The Bidder should list campaigns conducted in 2019-2020-2021, with two (2) or more media outlets, for each budget range listed below (budgets should include all campaign-related costs such as fees, production, and media purchases):</p> <p>a) Number of campaigns with a total budget of \$99,999.99 or less per campaign.</p> <p>b) Number of campaigns with a total budget between \$100,000 and \$200,000, inclusive, per campaign.</p> <p>c) Number of campaigns with a total budget between \$200,000.01 and \$300,000, inclusive, per campaign.</p> <p>For each campaign mentioned, the client name and product brand must be included.</p>	<p><b>15</b></p>	<p>The number of points awarded to the Bidder will depend on the number of campaigns (with two (2) or more media outlets) conducted for each budget range, namely:</p> <p>a) If less than 2: <b>0 points</b> Between 2 and 5: <b>4 points</b> 6+: <b>6 points</b></p> <p>b) If less than 2: <b>0 points</b> Between 2 and 5: <b>4 points</b> 6+: <b>6 points</b></p> <p>c) If less than 2: <b>0 points</b> 2+: <b>3 points</b></p> <p>For each campaign mentioned, the client name and product brand must be included. Any campaign that does not include this information will not be taken into account.</p>
<p><b>3.3.9 Bidder's experience with museums, entertainment, tourism or culture</b></p> <p>The Bidder should demonstrate that it has created advertising campaigns within the past five (5) years for clients in one or more of the following areas: museum, entertainment, tourism or culture.</p> <p>(Maximum 2 pages total)</p>	<p><b>5</b></p>	<p>To obtain maximum points for this criterion, the Bidder must write a brief summary of each campaign, including its key visual, for each of the following areas:</p> <ul style="list-style-type: none"> <li>- Museum (<b>maximum 2 points</b>)</li> <li>- Entertainment (<b>maximum 1 point</b>)</li> <li>- Tourism (<b>maximum 1 point</b>)</li> <li>- Culture (<b>maximum 1 point</b>)</li> </ul> <p>There will be no evaluation of the campaigns themselves.</p>

		<p>If the Bidder exceeds the maximum number of pages, 1 point will be removed from the total number of points for this criterion for each additional page.</p>
<p><b>3.3.10 The Bidder’s experience in advertising for children’s activities in a market where advertising to children is prohibited</b></p> <p>The Bidder should demonstrate that it has run advertising campaigns over the past five (5) years that communicated activities or products dedicated to children.</p> <p>(Maximum 2 pages total)</p>	<p style="text-align: center;"><b>5</b></p>	<p>To obtain maximum points for this criterion, the Bidder must write a brief summary of six (6) completed campaigns, including their respective key visuals. Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- 0 campaigns: <b>0 point</b></li> <li>- 1 campaign: <b>1 point maximum</b></li> <li>- 2-3 campaigns: <b>2 points maximum</b></li> <li>- 4-5 campaigns: <b>3 points maximum</b></li> <li>- 6+ campaigns: <b>4 points maximum</b></li> <li>- If at least one campaign was conducted for Quebec: <b>1 bonus point</b></li> </ul> <p>There will be no evaluation of the campaigns themselves.</p> <p>If the Bidder exceeds the maximum number of pages, 1 point will be removed from the total number of points for this criterion for each additional page.</p>
<p><b>3.3.11 Structure of the Bidder and profile of the dedicated team</b></p> <p>The Bidder should present the team working on the Company’s account (organization chart and CVs of the various resources).</p> <p>The organization chart should show all employees from all of the agency’s departments that will serve the Company, as well as freelancers and partners.</p> <p>The Bidder should refer to section 2.22 of the ITB regarding personal information.</p>	<p style="text-align: center;"><b>5</b></p>	<p>To obtain maximum points for this criterion, the Bidder must:</p> <ol style="list-style-type: none"> <li>1) demonstrate that its organizational structure can meet all the Company’s marketing communication needs (<b>maximum 5 points</b>); and</li> <li>2) demonstrate how the profile of each employee assigned to the Company relates to this mandate. For this section, the submitted CVs must correspond to the following seven profiles: <ul style="list-style-type: none"> <li>- Strategic planning</li> <li>- Client service</li> <li>- Art direction</li> <li>- French copywriting</li> <li>- English copywriting</li> <li>- Media planning and purchasing</li> <li>- Digital production</li> </ul> </li> </ol>

		<p>The submitted CVs should also contain employee experience and qualifications, including years of experience, variety of projects individuals have worked on, brands and major projects <b>(maximum 5 points)</b></p>
<p><b>3.3.12 Perception of Company’s brands</b></p> <p>The Bidder should explain its perception of the Montreal Science Centre and the Old Port of Montreal brands.</p> <p>(Maximum 3 pages)</p>	<p style="text-align: center;"><b>5</b></p>	<p>The Bidder must demonstrate its knowledge of the Montreal Science Centre and the Old Port of Montreal by presenting a brief analysis of each brand. Maximum points for this criterion will be awarded to analyses that demonstrate:</p> <ul style="list-style-type: none"> <li>- the best possible understanding of the brands and their respective positioning in the Montreal and Quebec markets; and</li> <li>- the best possible understanding of their strengths and weaknesses as well as threats from the market and the competition.</li> </ul> <p>If the Bidder exceeds the maximum number of pages, 1 point will be removed from the total number of points for this criterion for each additional page.</p>
<p><b>3.3.13 Originality of the creative concept</b></p> <p>By describing one of its advertising campaigns of its choice, the Bidder would demonstrate the originality of a creative concept.</p> <p>(Maximum 1 page)</p>	<p style="text-align: center;"><b>10</b></p>	<p>To obtain the maximum number of points, the Bidder must provide a brief description of the campaign and an explanation of the originality of its creative concept, which description and explanation must demonstrate that the campaign provides an original concept and a clear message, and is tailored to the target. The Bidder must also explain how the campaign stands out in the market.</p>
<p><b>3.3.14 Strategic expertise in running a campaign</b></p> <p>The Bidder should provide a description of one of its advertising campaigns conducted within the last three (3) years.</p> <p>The Bidder should demonstrate its expertise in</p>	<p style="text-align: center;"><b>15</b></p>	<p>To obtain the maximum number of points, the Bidder must demonstrate:</p> <ol style="list-style-type: none"> <li>1) the multi-platform aspect of its campaign, specifying the different media used <b>(maximum 1 point)</b>;</li> <li>2) the originality of the creative concept <b>(maximum 2 points)</b>;</li> <li>3) the relevance of the strategic thinking</li> </ol>

<p>carrying out campaigns on different media (two or more media outlets), and within a total advertising budget of between \$150,000 and \$320,000, inclusive. Please provide the campaign objectives, the concept developed, the proposed strategy, the target clients, the total budget and the media buy share and results achieved.</p> <p>(maximum 3 pages in total)</p>	<p>(maximum 2 points);</p> <p>4) that the results achieved helped meet the campaign objectives (maximum 2 points);</p> <p>5) that the campaign budget presented is within the range indicated (maximum 1 point);</p> <p>6) that the media purchase share was optimized, indicating what percentage of the budget it represented (maximum 2 points); and</p> <p>7) that the campaign selected is only for the Quebec market (maximum 5 points). Otherwise, 3 points will be awarded for a campaign in Canada that includes Quebec, and 1 point for a campaign that does not involve Quebec at all.</p> <p>If the Bidder exceeds the maximum number of pages, 1 point will be removed from the total number of points for this criterion for each additional page.</p>
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<p><b>Part C – Pricing (Stage IV)</b></p>	<p><i>Available points: 40</i></p>
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<p><b>3.3.15 Pricing</b></p> <p>Pricing is to be set out in a completed version of the Pricing Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponent’s pricing relative to each other and to the Company’s needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Form of Agreement Schedule, and to factor all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing.</p>	<p style="text-align: center;"><b>40</b></p> <p>The Company will allocate:</p> <p>1) <b>30 points maximum</b> to the “Hourly rates by profile” section.</p> <p>For reach Proposal, a <u>weighted rate</u> will be calculated by multiplying the hourly rates provided by the Proponent to their respective percentages by importance described in table 1 (Hourly rates by profile) of Schedule “Pricing”.</p> <p>Therefore, each Proponent will receive a percentage of the total possible points allocated to the weighted rate by dividing the lowest bid weighted rate under this RFP by that Proponent’s weighted rate.</p> <p>For example, if the lowest weighted rate offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent who</p>
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bids \$150.00 will receive 80% of the possible points ( $120/150 = 80\%$ ) and a Proponent who bids \$240.00 will receive 50% of the possible points ( $120/240 = 50\%$ ).

$$\frac{\text{Lowest Rate}}{\text{2nd lowest rate}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Rate.}$$

$$\frac{\text{Lowest Rate}}{\text{3rd lowest Rate}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Rate.}$$

2) **10 points maximum** to the “**Media placement commission percentages**” section, allocated as follows:

a. **Traditional media purchases (5 points maximum)**. Each Proponent will receive a percentage of the total possible points allocated by dividing the lowest bid percentage under this RFP by that Proponent’s percentage.

For example, if the lowest percentage offered by one Proponent is 1%, that Proponent will receive 100% of the possible points ( $1\%/1\% = 100\%$ ). A Proponent who bids 1,5% will receive 66,6% of the possible points ( $1\%/1,5\% = 66,6\%$ ) and a Proponent who bids 3% will receive 33,3% of the possible points ( $1\%/3\% = 33,3\%$ ).

$$\frac{\text{Lowest \%}}{\text{2nd lowest \%}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest \%}.$$

$$\frac{\text{Lowest \%}}{\text{3rd lowest \%}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest \%}.$$

b. **Media planning on Company exchanges (5 points maximum)**. Each Proponent will



		<p>receive a percentage of the total possible points allocated by dividing the lowest bid percentage under this RFP by that Proponent's percentage.</p> <p>For example, if the lowest percentage offered by one Proponent is 1%, that Proponent will receive 100% of the possible points (1%/1% = 100%). A Proponent who bids 1,5% will receive 66,6% of the possible points (1%/1,5% = 66,6%) and a Proponent who bids 3% will receive 33,3% of the possible points (1%/3% = 33,3%).</p> $\frac{\text{Lowest \%}}{\text{2nd lowest \%}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest \%}$ $\frac{\text{Lowest \%}}{\text{3rd lowest \%}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest \%}$
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<p><b>Part D – Case study and oral presentation (Stage V)</b></p>	<p><i>Available points: 30</i></p>
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<p>Bidders qualified for this phase are expected to work on a case study suitable to become the Montréal Science Centre's next advertising campaign and give an oral presentation of their work. Details of this case study will be shared as outlined in the provisional timeline in section 1.4.</p> <p>The purpose of the oral presentation is to allow the Bidder to address the major elements of its case study, and to enable members of the Evaluation Team to interact directly with key representatives of the Bidder's proposed team.</p> <p>The Bidder will not have the opportunity to modify its written Bid or otherwise introduce new information during the oral presentation phase. The oral presentation will only be used to evaluate the work done by the Bidder on the</p>	<p><b>30</b></p>	<p>Bidders that qualify for this phase of the ITB will receive the evaluation criteria along with the case study and oral presentation information.</p>
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<p>case study provided by the Company.</p> <p>One (1) hour is allocated to the oral presentation. In advance of the oral presentation, each Bidder invited to make an oral presentation will be provided with an agenda and a time for the meeting.</p> <p>A maximum of four (4) people per Bidder may be present during the oral presentation. These individuals must represent the following roles: consulting, media planning, creation and a 4th role at the Bidder's discretion.</p>		
<p>⇒ Bidders invited to the oral presentation phase must be available and able to participate in the oral presentation via Microsoft Teams or any other teleconference method chosen by the Company if the measures set in place by the Canadian government are still in effect with respect to COVID-19.</p>		

### 3.4. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

### 3.5. Tie Break Process

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

### 3.6. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent and provide the Preferred Proponent with the Agreement for execution.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)).

For certainty, the Company makes no commitment to the Preferred Proponent that the Company will execute the Agreement.

## Schedule 1 Scope of Work

### 1. INTRODUCTION

The Company wishes to hire an advertising agency to design and implement advertising strategies and campaigns for its brands and products:

- the Old Port of Montreal;
- the Montreal Science Centre and its IMAX TELUS cinema; and
- any other product of the Company.

The main objectives pursued through the various projects are to:

- maximize revenue generated
- increase attendance
- increase awareness of activities

**The Old Port of Montreal** is owned and operated by the Old Port of Montreal Corporation Inc., an affiliate of the Canada Lands Company, a self-funded federal Crown corporation that maximizes the financial and community value of properties that were previously owned by the Government of Canada.

The Old Port of Montreal is a 2.5 km recreational tourism destination for Montreal, regional, national and international clientele. **It is characterized by very dense summer operations and a winter season that keeps growing year after year.** It actively contributes to Montreal's economic development by offering high quality cultural, tourism and recreational products, including the Clock Tower Beach, the ice rink, the Port d'escalpe marina and the Montreal Science Centre, which it manages. It is recognized as the most popular and busiest recreational tourist site in Quebec, with more than 6 million visitors annually; its urban and river setting offers Montrealers a unique maritime environment, and exposure to cultural and heritage events.

**The Montreal Science Centre** operates twelve (12) months a year and has become a preferred destination for school groups and young families wishing to enjoy interactive, entertaining and fun science and technology experiences. The Montreal Science Centre receives over 600,000 visitors annually.

The Montreal Science Centre offers four (4) **permanent exhibitions, typically two (2) temporary exhibitions per year and various cultural action events.** IMAX TELUS cinema receives more than 200,000 visitors annually with its two (2) large-scale productions presented on a giant screen with IMAX laser technology.

### 2. SPECIFIC MANDATE

The selected Bidder may be asked to provide the following services:

- a) Participate in strategic marketing discussions by dedicating resources who are well versed in this area.
- b) Design and implement impactful, effective and original advertising and promotional campaigns focused on the brand image of the Old Port of Montreal, the Science Centre, the IMAX TELUS cinema, and target audiences. This includes strategic analysis, an advisory role, recommendations before/during/after campaigns, English copywriting and adaptation, electronic and print production, as well as a summary and post-mortem

report after each campaign. Campaigns may be in French and/or English and/or any other language as required by the Company.

- c) Plan, carry out and maximize the value of traditional media placements, negotiate agreements, prepare production and broadcast timelines and calendars, ensure delivery of materials, and follow up with the concerned media. Manage agreements and payments with the Union des artistes.
- d) Submit detailed media plans including the values and impressions of each media outlet. Assist the Company in evaluating media partners and make recommendations to maximize media agreements.

It should be noted that the Company promotes the development of partnerships and wishes to negotiate certain media agreements directly for specific projects. In that regard, the selected Bidder will participate in strategic discussions and planning, while ensuring the production timeline is followed and materials are delivered.

- e) Maintain a proactive and collaborative relationship with the Company and with the digital media agency that the Company has identified.
- f) Be able to attend, as needed, meetings with the Company and/or its various partners, and pay visits to better understand the Company's products.
- g) Assist in the development of promotion, site signage and promotional event ideas.

### **3. BUDGET**

An annual budget including traditional media placement, estimated at between \$600,000 and \$850,000 excluding taxes (these amounts do not represent minimums or maximums), is allocated for the promotion and advertising of the Old Port of Montreal, the Montreal Science Centre and the IMAX TELUS cinema, as well as any other Company's product.

These annual budget estimates do not in any way represent a commitment on the part of the Company to request services for such amounts or a commitment on its part to request a minimum of services. By submitting a Bid, the Bidders agree and acknowledge that this amount is only an estimate of the annual budget and is not a commitment by the Company to provide a minimum amount of services or to reach this estimated amount during the term of the Agreement, nor to limit the Company to that budget envelope during the term of the Agreement. The Company provides no guarantee as to the amount of work that will be awarded to the selected Bidder during the term of the Agreement. As a result, by submitting a Bid, each Bidder waives any legal action, claim, or demand arising from the Company's transmission of this estimate.

The budget breakdown is generally based on the major advertising campaigns, as shown below, and excludes ad hoc promotional campaigns:

- the Old Port of Montreal: two (2) campaigns annually (summer and winter);
- the Montreal Science Centre: two (2) major campaigns annually (spring-summer and fall); and
- Imax Telus cinema: two (2) campaigns annually (two (2) films) – spring/summer and winter.

#### **4. COMPENSATION**

The selected Bidder will be remunerated by the Company in the following two (2) compensation methods:

- a) For strategic planning, project management, creative services and production services, the Company will pay the selected Bidder on the basis of fees established according to the profiles of the parties involved in performing the Services.

The selected Bidder will prepare and submit in writing to the Company a quote concerning the cost of all recommendations made by the selected agency and make no commitments without having received a work order from the Company. The successful agency will establish its timesheet system or an equivalent duly accepted by the Company, and submit it upon request.

- b) For media placements, the Company will pay the selected Bidder based on the purchase cost plus a percentage commission on traditional media purchases or on media planning for exchanges negotiated by the Company, depending on the applicable category.
- c) No expense (travel, food, lodging, etc.) will be covered by the Company under the Agreement unless expressly agreed between the Company and the selected Bidder for a particular situation.

#### **5. LANGUAGE AND OPERATION**

The selected Bidder must be able to provide services (including, but not limited to, preparing correspondence, participating in project meetings and drafting deliverables) in French and English, but primarily in French. The selected Bidder must also be able to work with the Company's employees in the official language of their choice (English or French). The selected Bidder must also be able to produce advertising content in French and English for the Montreal and Quebec markets.

The selected Bidder must be able to operate its activities and offer its services to the Company within the same Canadian time zone: Eastern Time – QC

#### **6. ADDITIONAL POTENTIAL SERVICES AT THE COMPANY'S REQUEST**

The Company reserves the right to request from the selected Bidder any services related to a new brand, product or activity that is in addition to the Company's portfolio.

The Company reserves the right to request from the selected Bidder any digital creation and placement, public relations activity, survey, research, etc. and any other services an advertising agency may provide.

The Company reserves the right to request any advertising agency services from the selected Bidder for a subsidiary of its parent company or the parent company itself (Canada Lands Company Limited).

**Schedule 2  
Receipt Confirmation Schedule**

**To:** *OLD PORT OF MONTREAL CORPORATION INC.  
c/o RFP Coordinator*

**Email:** [rderatte@vieuxportdemontreal.com](mailto:rderatte@vieuxportdemontreal.com)

**Subject:** **RFP #: DDPINT-410-21-1533**

Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator.

I hereby acknowledge receipt of the above-noted RFP;  
(Please check your answer)

I/We    do             do not             intend to submit a Proposal to this RFP.

Representative's contact information:

_____ Name	_____ Representative's Signature
_____ Address	_____ Name – Please Print
_____ City, Province, Postal Code	_____ Title
_____ Phone	_____ Date
_____ Email	

**Schedule 3  
Proposal Checklist Schedule**

This checklist is provided for convenient reference and is intended to set out the key elements that must be included as part of a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details.

Proponents are not required to include this checklist as part of their Proposal.

Yes / No?	Checklist
	Does your Proposal comply with the format requirements at Section 3.2.1 (General)?
	Does your Proposal comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	Does your Proposal include completed versions of the forms set out at Section 3.3 ( <i>Proposal Contents – Mandatory Requirements and Rated Information</i> )?

**Schedule 4**  
**Unfair Advantage and Conflict of Interest Statement Schedule**

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

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The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

\_\_\_\_\_  
**Insert legal name of Proponent**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date:

***I have authority to bind the Proponent.***



**Schedule 5  
Corporate Overview Schedule**

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule. Please list any assumptions made when answering the questions below.

**Proponent Name:** \_\_\_\_\_

**Consortium Member Name:** \_\_\_\_\_

Item	Proponent Response
Brief agency overview	Maximum 1 page
List of the different services offered	
Location of the agency's head office	
Location of satellite offices in Quebec, if applicable (if none, please specify)	

**Schedule 6**  
**Minimum requirements**

The Bidder should use the following table to demonstrate its ability to meet all of the minimum requirements. By checking the “Yes” box, the Bidder declares that it is able to fully comply with the minimum requirement requested by the Company. At the same time, the Bidder must be able to demonstrate compliance with all of those minimum requirements as set out in the “Proof” column of the table below. Failure to include in the Bid the proof required for a minimum requirement may result in the Bidder’s disqualification.

**Bidder’s name** \_\_\_\_\_

Item	Minimum requirements	Yes	No	Proof
1	The Bidder must have been in business for at least five (5) years.			Certificate of incorporation of the agency, or any document constituting the agency that can prove its existence for five years
2	The Bidder must have an organizational structure that can support the Company’s communication needs on a daily basis. The Bidder must therefore have a minimum of ten (10) employees (excluding freelancers) with the following distribution of positions, or their equivalents: <ul style="list-style-type: none"> <li>a. Strategic planning: at least one (1) person</li> <li>b. Client service: at least two (2) people</li> <li>c. Internal artistic direction: at least one (1) person</li> <li>d. In-house French copywriting: at least one (1) person</li> <li>e. English copywriting: at least one (1) person</li> <li>f. Media planning and purchasing: at least two (2) people</li> <li>g. Infographic/digital production: at least two (2) people</li> </ul>			Organization chart requested under 3.3.11.
3	The Bidder must be able to perform services in both of Canada’s official languages (French and English), but primarily in French.			Confirmation only
4	The Bidder must be able to work with the Company’s employees in the official language of their choice (English or French).			Confirmation only
5	The Bidder must be able to operate and offer its services to the Company in the same time zone as the Company’s: Eastern Time (province of Quebec).			Confirmation only

**Schedule 7  
Pricing Schedule**

The Proponent should use the following tables and calculation grids to set out its pricing. Where an item is irrelevant, indicate “N/A” in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. Where prices are set by Order in Council or other government regulation, the rates in the Order in Council shall apply. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

**Proponent Name** \_\_\_\_\_

## 1) HOURLY RATES BY PROFILE

Bidders should use the table below to report their hourly rates. They should do so by filling in the pink cells.

Item	Profile <sup>1</sup>	Hourly rate <sup>2</sup>	Company's weighting <sup>3</sup>
<b>Client service</b>			
1	Senior Account manager	\$	11%
2	Account manager	\$	18%
3	Coordinator	\$	10%
4	Strategist	\$	2%
5	Media planning	\$	2%
<b>Creation and production</b>			
6	Creative director	\$	13%
7	Artistic director	\$	16%
8	French Copywriting	\$	10%
9	English adaptation	\$	5%
10	Digital production	\$	10%
11	Print production manager	\$	2%
12	Proofreading	\$	1%

1. Bidders may use profiles equivalent to those of the Company. Where appropriate, Bidders should disclose equivalencies.
2. The hourly rates shown in this table will remain fixed for the duration of the Agreement.
3. The weightings used in this table are only an estimate for the purpose of evaluating Proposals pursuant to Section 3.3.15 of the Rated Information; the weighting represented by each profile during the term of the Agreement may vary according to the Company's needs which the Company may determine in its sole discretion. As a result, by submitting a Proposal, each Proponent waives any legal action or claim arising from the Company's provision of such estimate.

## 2) MEDIA PLACEMENT COMMISSION PERCENTAGES

Bidders should use the table below to report their commission percentages for traditional media purchasing and media planning for exchanges negotiated by the Company. They should do so by filling in the pink cells.

Item	Description of the commission	Commission % <sup>4</sup>
1	<b>Traditional media purchases</b> (As described in the Scope of Work)	%
2	<b>Media planning on Company exchanges</b> (As described in the Scope of Work)	%

4. The percentages in this table will remain fixed for the duration of the Agreement.

### 3) HOURLY RATES FOR POTENTIAL ADDITIONAL SERVICES

Bidders should use the table below to indicate their profiles and hourly rates that may be applicable in connection with any additional services the Company may request (see item 6 of Schedule A - Scope of Work). They should do so by filling in the pink cells.

The information provided in this table will not be evaluated but will be applicable when the Agreement is signed.

Item <sup>5</sup>	Profile	Hourly rate <sup>6</sup>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

5. If the space available in this table is not sufficient to indicate all their profiles and rates, Bidders may attach additional sheets to their Bid.

6. The hourly rates shown in this table will remain fixed for the duration of the Agreement.

**Schedule 8  
Declaration and Certification Schedule**

**RE: Proposal dated \_\_\_\_\_, in response to RFP No. DDPINT-410-21-1533**

I am duly authorized by the Proponent, including the persons, firms, Company, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

**1. Proponent Information**

(a) The full legal name of the Proponent is:

\_\_\_\_\_

(b) Any other registered business name under which the Proponent carries on business is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) The jurisdiction under which the Proponent is formed is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Offer**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting it Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

**3. Addenda**

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

\_\_\_\_\_

**4. Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for **120 days** following the Proposal RFP Submission Deadline.

**5. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

**6. Execution of Agreement**

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

**All capitalized terms herein shall have the meaning ascribed to them in the RFP.**

\_\_\_\_\_  
Insert full legal name of Proponent

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date:

***I have authority to bind the Proponent.***

**Schedule 9  
References Schedule**

**Proponent Name:**

The Proponent is to identify a minimum of 3 references with respect to its ability to perform the activities contemplated by the Scope of Work, and using the table below. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed since 2018.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	



**Schedule 10  
Certificate of Compliance**

On behalf of \_\_\_\_\_ **[insert name of Business Entity]** (“Business Entity”), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the “Acts”), which has been tried on indictment:

*Criminal Code of Canada, RSC 1985, c C-46*  
*Competition Act, RSC 1985, c C-34*  
*Income Tax Act, RSC 1985, c 1 (5th Supp)*  
*Corruption of Foreign Public Officials Act, SC 1998, c 34*  
*Controlled Drugs and Substances Act, SC 1996, c 19*  
*Financial Administration Act, RSC 1985, c F-11*  
*Lobbying Act, RSC 1985, c 44 (4th Supp);*

2. all Owners<sup>3</sup> of the Business Entity are set out in the following list:

Full Name	Type of Ownership

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Old Port of Montreal Company Inc. (“OPMC”) is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise OPMC of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity’s relationship with OPMC and possible disqualification from future business opportunities with OPMC.

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

I have authority to bind the Company.

\_\_\_\_\_  
 3 “Owner” means: (a) for a Company, all shareholders with a minimum 25% legal or beneficial ownership of the Company’s shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

**Schedule 11**  
**Proponent Consortium Schedule**

*(Check the box corresponding to your answer)*

The Proponent, \_\_\_\_\_ declares to respond:

Single to the present Request of Proposals.

Or

as one member of a consortium and confirms assuming all responsibilities and obligations tied to the work and the actions of all members of the consortium (which are the subcontractors of the Proponent) with regard to the obligations to bear in accordance to the present Request of Proposals, provided that the Company is allowed to dismiss a subcontractor and to approve the replacement

Information regarding the consortium, if applicable

The members of the consortium are :

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\_\_\_\_\_  
Company name of the Proponent

\_\_\_\_\_  
Signature of the witness

\_\_\_\_\_  
Signature of the representant of the Proponent

\_\_\_\_\_  
Name of the witness

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Date:

***I have the authority to bind the Proponent***

**Schedule 12**  
**Form of Agreement Schedule**

Please refer to the file "**OPMC\_DDPINT-410-21-1533\_Agreement template**" attached to this RFP.