



Canadian Tourism  
Commission

Commission canadienne  
du tourisme

## Negotiated Request for Proposal

Name of Competition:	North America and Europe Trade Show Display Booth Design and Build
Competition Number:	DC-2021-PO-02
Closing Date and Time:	February 23, 2022, 9:00 Pacific Time (PT)
Contracting Authority:	Paulina Orozco Procurement Advisor <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. DC supports the Canadian tourism industry by:

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

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 ten key geographic leisure source markets: Australia, Canada, China, France, Germany, Japan, Mexico, South Korea, 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 on Destination Canada, visit <http://www.destinationcanada.com>

For further information on Destination Canada Business Events, visit <https://businessevents.destinationcanada.com>

For information on our brand, visit <https://brand.destinationcanada.com/en>

### A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for trade show display, booth design, build and installation for both North America and Europe.

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

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

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

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

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

## **A.2 Contract Term**

DC anticipates entering into negotiations with the selected proponent(s) for up to a three (3) year period, with an option to extend on an annual basis by DC for a total period not to exceed another two (2) years, at DC's sole discretion. DC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

## SECTION B – NRFP EVALUATION CRITERIA AND INSTRUCTIONS

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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 DC in its sole discretion.

### B.2 Desirable Criteria Evaluation

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

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

B.2.1	Desirable Criteria Questionnaire (Section E)	40%
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Proposals will be evaluated based on meeting the desirable criteria set out in Section E. Proposals that achieve a score of 60% or higher (the “Threshold”) will be evaluated further based upon, but not limited to Presentation and Pricing.

B.2.2	Presentation (Section F)	35%
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Following evaluation of the desirable criteria, DC may limit further evaluation to a limited number of the top ranked proposals (the “Shortlist”). Only those proposals on the Shortlist will be further evaluated based upon Pricing.

B.2.3	Proposed Pricing (Section G)	25%
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	TOTAL	100%
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B.2.4	Negotiations	
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DC intends to conduct concurrent negotiations, as defined in Section H.10 Negotiations, with a limited number of the top ranked proponent(s).

### B.3 Proposal Submission, Intentions, and Questions Instructions

B.3.1	Submissions	
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Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time (“Closing Time”) of **9:00 hours PT, February 23, 2022**.

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

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

### B.3.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority **until 9:00 hours PT, February 8, 2022**. Questions submitted after this date and time may not be responded to.

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

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

### B.3.3 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via e-mail to the Contracting Authority **by 9:00 hours PT, February 4, 2022**.

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

### B.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to [procurement@destinationcanada.com](mailto:procurement@destinationcanada.com) and should reference "**NRFP DC-2021-PO-02 North America and Europe Trade Show Display Booth Design and Build - 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 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.4 NRFP Form of Response, Format and Depth

### B.4.1 NRFP Form of Response

Proponents should respond to and include in their proposal:

- Appendix 1 – Proponent Information and Acknowledgement Form

- Appendix 2 – Material Circumstances Form
- Appendix 3 – Amendments
- Appendix 4 – Declaration of Sub-Contractor
- Section D – Mandatory Criteria Questionnaire
- Section E – Desirable Criteria Questionnaire
- Section F –Presentation (separate file)
- Section G – Pricing Proposal (separate file)

#### B.4.2 NRFP Format and Depth

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

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

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

### B.5 Contractor Performance Management

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

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

## SECTION C – STATEMENT OF WORK

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### C.1 Background

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

Our mission is to influence supply, and build demand for the benefit of locals, communities and visitors through leading research, alignment with public and private sectors, and marketing Canada nationally and abroad. Our work in destination development ensures that we are able to sustain a premier four-season tourism economy that is regenerative in nature - supporting our economy and the environment.

Our teams use research to drive our evidence-based marketing in ten key geographic leisure source markets: Australia, Canada, China, France, Germany, Japan, Mexico, South Korea, the United Kingdom and the United States. In addition, our Business Events team (DCBCE) leverage in-depth global market analysis to target international corporate events that align with Canada's priority economic sectors.

After more than a year and a half of lockdowns and border closures, business events and trade shows are once again experiencing a resurgence. As in-person events and trade shows continue to ramp up, the Destination Canada team is supporting the industry by positioning Canada as a top destination for both leisure and business travel in order to help ensure a resilient industry that spurs recovery and drives economic growth.

To achieve this, we are taking significant steps *now*, because we know that the work that we undertake today will have a profound impact in shaping our industry for many years to come. We are telling powerful stories about the diverse destinations and extraordinary experiences that are available across Canada. We are shining a light on the resilient economic sectors that we lead the world along with the visionary thought leaders who are creating a better future. We are also conducting extensive research to guide our way forward and to ensure our messaging and activities are delivered to the right people at the right time.

The COVID-19 pandemic has not only underscored the importance of being nimble and agile in our approach, but of also remaining resilient and flexible as we adapt to a constantly changing world. As we continue to emerge from the pandemic, we are boldly launching innovative strategies and approaches that showcase Canada's competitive edge in hosting international business events.

Destination Canada is a Crown corporation wholly owned by the Government of Canada.

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

For further information on Destination Canada Business Events, visit <https://businessevents.destinationcanada.com>

For information on our brand, visit <https://brand.destinationcanada.com/en>

## C.2 Objective

The objective of this NRFP is for Destination Canada to engage the services of a Contractor that, under the direction of the organization's Event Planners, will successfully design, build and manage logistics for a branded trade show booth(s) that allow Destination Canada to participate in large scale, in person, trade shows from summer 2022 and onwards.

DC seeks to gain a clear understanding of the capabilities of the proponents as it relates to their ability to develop innovative designs, build world class products, provide high quality installation and onsite services and provide a team to work collaboratively with the Destination Canada team to ensure the booth designs deliver on the functional, strategic and brand needs.

## C.3 Scope of Work

The scope of work related to this NRFP will be delivery of the design, build and installation of trade show booth(s) for Destination Canada at a variety of business focused events.

The number of events and event schedules is subject to change at DC's discretion. Currently DC intends on participating in the following shows:

Trade shows	Location	Dates	Approx. square footage
ASAE Annual Meeting	Nashville, TN, USA	August 20-23, 2022	2,200 sq ft
IMEX America	Las Vegas, NV, USA	October 11-13, 2022	3,000 sq ft
IBTM World	Barcelona, Spain	Nov 30-Dec 2, 2022	
PCMA Convening Leaders	Columbus, OH, USA	January 2023	
IMEX	Frankfurt, Germany	April 2023	
Rendez-vous Canada	Quebec City, Quebec, Canada	May 2023	
ASAE Annual Meeting	To Be Announced (TBA)	August 2023	
IMEX America	Las Vegas, NV, USA	Oct/Nov 2023	3,000 sq ft
IBTM World	Barcelona, Spain	Nov/Dec 2023	

Approximate value of the contract of the 2022 contract based on the events listed above = \$1 - 1.5million

Approximate value of the contract of the 2023 contract based on the events listed above = \$1.75 - 2.5million

(This includes, all design, build, AV, management, logistics, install, strike, storage).

This budget is subject to change at the sole discretion of Destination Canada.

Though not included in the scope of work for this NRFP, DC's international travel trade teams also participate in a number of global and DC lead trade shows. Participation at these shows is not currently planned for 2022 but this may change in the future. Vendor sourcing that meets and complies with DC's Procurement Policies and Procedures must be followed.

As a reference, previous events attended include but are not limited to:

- ITB Berlin, Germany



- IFTM Top Resa, Paris, France
- WTM London

A full and detailed scope of work will be agreed and signed with the Contractor prior to commencing any work. The Contractor should not start any work without a signed statement of work from DC's Project Authority.

## C.4 Deliverables and Schedule

### C.4.1 Design Strategy and Booth Design

The Contractor will lead collaboration with DC team to understand the overall strategic needs of the booth in order to meet the objectives that will be outlined by DC Events Team. The Contractor will create a written statement that clearly details the goals and objectives for the booth design and build for DC approval.

On approval of this document, the Contractor will develop a comprehensive written brief(s) that details the requirements for all elements of the booth. This includes details on brand integration, content needs, integration, build, material specifications, hardware, AV and electronics requirements. This document ensures that all parties have a clear understanding and agreement of the fundamentals required before design and build commences.

The Contractor will work with DC team to design a trade show booth build specification that includes but is not limited to ensuring there is space and hardware for the following:

- **Information / welcome counter:** including secure storage, AV elements.
- **Networking / activation zone:** which could include food and beverage service, chef demonstrations, live entertainment, interactive brand experience(s).
- **Partner meeting zone:** providing functional workstations with small meeting table and chairs plus storage capabilities for each partner (approximately 15 – 40 partners expected per show).
- **Presentation zone:** allowing the DC team to give AV presentations to small groups of 10-15 people.
- Integration of digital touch points throughout the booth.
- Secure storage within any structures with capacity.
- Possible custom fabrication elements.
- Large scale printed graphics throughout.
- Clear wayfinding / movement of people throughout.
- A sense of Canada and DC brand – through the selection of materials, design elements, furniture, greenery etc.

The Contractor will integrate opportunities for appropriate use of DC brand, and will provide all production specifications for any areas requiring graphic design. This includes but is not limited to proper computerized models with the location of graphic panels, exact sizing, materials and print deadlines to allow DC team to develop all print ready graphic files. DC team will work collaboratively with the Contractor to ensure suitable brand opportunities are identified.

Due to the different locations, audiences, and sizes, it is likely that the set up of the booth at each trade show will differ. The Contractor will develop designs that consider an approach that provides ways for elements of the build to be reused, for the design to be scalable and flexible and work to avoid designing individual units for each event.

At the same time, the booth elements must ensure brand consistency, scalability and aid in sustainability and financial efficiencies. The booth design and build must achieve a distinctive, functional, and attractive layout reflecting DC brand in order to identify and distinguish it from the many competing countries. The booth should also take into account accessible and unique visual, auditory, cognitive and sensory accommodations to ensure all visitors feel like they are part of the greater experience.

The Contractor will provide recommendations on furnishings and decor in line with the overall design.

As both the communication messaging and functional requirements of the booth may change year over year, the Contractor will develop designs that provide an opportunity to replace graphics and revise the overall layout. Also, considering the use of individual elements from the overall design.

#### **C.4.2 Build**

The Contractor will be responsible for the entire build of the approved booth design including but not limited to custom fabrication, printed graphics, flooring, AV, electronics, lighting, furniture, decor.

The booth construction will not deviate from the final approved design unless DC has provided prior written approval.

The final build of the booth must utilize materials that provide a uniform appearance and ensure consistency of the brand colours across all substrates.

The Contractor will utilize environmentally friendly materials and methods wherever possible and will provide written confirmation of these elements. These should include but are not be limited to consideration of utilizing sustainable materials, recyclable materials, reuse of existing assets, LED lighting, low power usage electronics, lighter weight materials that assist in reducing shipping weights.

The Contractor will evidence, once the final design is confirmed, how the final build process integrates environmental best practices such as limiting waste materials, environmentally responsible disposal of waste, limiting water and power consumption.

The Contractor will be responsible for the purchase and/or rental of all furniture, decor, AV, lighting and electronic elements required to deliver the final approved booth design. This includes management of any sub-contractors required to deliver these elements as well as install and strike of all elements.

All furniture purchased or rented on behalf of DC must be of commercial grade and available in the same style/series in each trade show location to maintain consistency in both the design look and quality.

#### **C.4.3 Logistics and Project Management**

The Contractor will provide project management and logistics services including but not limited to the following:

- Provide a comprehensive critical path for all deliverables related to the successful design, build, install and strike of the booth.
- Provide clear documentation of all details related to the design and build of the booth for approval.
- Provide a clear and detailed budget breakdown for approval prior to spend.
- Facilitate documentation related to change management.
- Provide written weekly status updates.
- Facilitate and lead regular status meetings.
- Take meetings notes, detail action items and share these with the core team.
- Provide experienced leadership and liaison with venues.

- Be the main liaison with the venue to secure necessary power and data to facilitate the needs of the final booth design.
- Be the main liaison with the venue related to all aspects of the install and strike process including providing an install plan, risk mitigation, strike plan, detailed floor plans including power and data runs and outlets, permitting where required.
- Work in collaboration with DC team to deliver a run of show.
- Provide clear and detailed invoicing and budget tracking.
- Provide storage and inventory management in a safe and secure environment for booths and assets that are not in use. When and where necessary, this may include storage in Europe, North America and Asia.
- Provide storage cases/crates required for the safe and secure storage and transportation of the booth and any components to/from each trade show venue by either ground, sea or air.
- Coordinate shipment/transportation of the booth to/from each trade show venue, including brokerage, insurance, customs clearance, and drayage.
- Facilitate a pre-show build of the booth or sections of the build to provide DC with the opportunity to review the finished build and to ensure the integrity of the booth, its contents, and any supporting features.
- Delivery and fulfillment of plans related to the destruction, de-branding, donation and or recycling of any elements after use where required.
- Provide a dedicated team for install and strike of all elements of the booth build including all custom fabrication, rented and purchased furniture, decor, AV and electronics.
- Provide on-call or onsite AV management during live show dates to ensure management of all audio visual and electronic equipment including ensuring all content is playing correctly and power and internet hook-ups are functional at all times.
- Provide dedicated on-site Site Supervisor during install, show dates and strike to provide a single point of contact for DC team. This person must be responsible for services including but not limited to:
  - Overseeing day to day opening and closing of the booth as per a pre-approved schedule, ensuring all aspects of the booth are operational at all times.
  - Oversee any on site sub-contractors hired by the Contractor.
  - Ensure all signs, equipment, materials are always in place and meet the standards as directed by DC.
  - Provide regular check-ins on the booth during the live dates/times to ensure all elements are safe, clean, tidy, and in working order.
  - Providing timely communication with DC during install, live dates and strike.
  - Providing immediate reports of issues, concerns and damages to and within the booth to DC team during live dates.
- Providing reports of any issues, concerns and or damage to the booth and associated assets at the end of the event prior to strike.

## **C.5 Performance Standards and Quality Measurement**

DC is committed to fostering and supporting strong positive relationships with its Contractors to ensure critical services are maintained and the highest value and corporate-wide economic benefits are realized. As such, the Contractor's performance is reviewed twice yearly, or more frequently at DC's discretion, using DC's Contractor Performance Evaluation process.

The Contractor is responsible for supervising and coordinating all projects and/or services that they may delegate to the sub-contractors to ensure the services are provided to DC in a seamless manner.

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

## **C.6 Destination Canada Responsibilities and Support**

DC will be responsible for providing the following:

- Onboarding the Contractor.
- Training on DC Brand Guidelines.
- Provision of all DC Brand elements in required formats.
- Provide clear and measurable DC objectives and desired outcome of each event.
- Collaboration with the Contractor to develop a clear brief for the design and build of the booth.
- Provide clear reporting structure within DC team.
- Provide expectations of the event requirements and breakdown of tasks.
- Overall direction and supervision to the Contractor in accomplishment of event objectives.
- Provide relevant information and resource materials to facilitate performance of event management activities.
- Oversee program plan approval.
- Provide final sign-off on all aspects of the design, build and logistics, budget and timelines.
- Inspection/quality control authority shall reside with DC Project Authority or designated representative.
- Review financials related to the program.
- Arranging payment to Contractor following successful execution of agreed deliverables.

## **C.7 Contractor Responsibilities**

The Contractor will adhere to the timeframes/project schedule set out at the beginning of the project.

The Contractor will be responsible for ensuring the structural integrity and safety of the entire booth structure and associated assets including furniture, AV and decor. They must be able to provide any drawings, plans, specification and or certifications related to the booth elements required by the event venues.

The Contractor must ensure all materials, components and equipment used, purchased or rented for all elements of the booth must be of the highest quality and new in appearance. All materials must be specified in accordance with DC approved design and budget and must be approved by DC in writing prior to purchase.

For each event, the Contractor will provide high quality images of display booth area during and after the installation to evidence the successful build progress and completion. DC will remotely sign off the various stages and elements of the booth design and build.

The Contractor will not unreasonably deny access to onsite inspections during production and/or installation/dismantling phases. Any work failing to meet the standards, specifications will not be accepted.

The Contractor will provide an Account Lead, a senior experienced team member, as the key day to day contact to manage the overall DC account. This person should act as the single point of

contact to DC and provide continuity across all areas of the scope of work and all events. They should also attend all meetings and provide DC with but not limited to the following:

- Regular status meetings.
- Responses to DC communications and or requests within 48 hours.
- Meetings notes and action items.
- Immediate communication of any project delays or alterations.

The Contractor may also assign a separate Account Manager for each specific event to work in conjunction with their Account Lead.

The Contractor will be responsible for the managing the budget of the following items, including but not limited to:

- Design and project management fees.
- Technical production costs (custom fabrication, audio visual, lighting, and electronics).
- Third-party vendor's costs and feed required to successfully build, install and strike the approved booth and associated assets.
- Logistics and transportation costs.
- Storage costs.
- Print costs (displays, signage, and collateral).
- On-site fees related to power and data.
- All onsite-staffing fees.

## **C.8 Risks and Constraints**

The Contractor will be responsible for contracting and paying out all sub-contractors and vendors associated to the trade show booth and invoicing DC for reimbursement.

The Contractor will be required to abide by government policies and standards with regards to events.

## **C.9 Expenses and Accounting**

All documented out-of-pocket expenses (such as travel, postage, shipping, telephone) or costs incurred in producing materials (such as stationary, photography, promotional giveaways) will be paid at cost with no management fee, mark-up, or commission.

### **C.9.1 Invoicing**

- a. The Contractor will be required to provide timely invoices to DC with details of the work performed and an invoice number.
- b. The Contractor will pay third party suppliers' invoices associated with executing the services. If applicable, the Contractor will then submit an invoice report to DC on a monthly basis that includes a summary of the work completed and associated back up document including copies of all receipts and invoices.
- c. The Contractor will invoice each event / project separately.
- d. The foreign exchange rate on invoices is to be based on supporting documents such as credit card statement or bank statement. Invoice in Canadian dollars. OANDA\* + 1% can be applied to cost with no supporting document such as a per diem claim if travelling outside of Canada. Foreign exchange rate cited on the invoice and applied at the OANDA\* rate + 1%  
\* <https://www.oanda.com/ca-en/>

### **C.9.2 Books and Records**

- a. The Contractor will maintain proper books and records in accordance with generally accepted accounting principles.

- b. The Contractor will prepare and maintain books and records of account respecting all work provided to DC and all financial commitments and expenses incurred in relation to work performed.
- c. DC will have the right to inspect all business and accounting records related to the invoices and the amounts included.

### C.9.3 Travel Expenses

- a. Employees of and contractors to the Contractor will only travel when it is reasonably necessary to carry out the work, and then only provided that prior approval for such travel has been obtained from DC, and that the expenses incurred in connection with such travel are in compliance with DC's travel policy. The Contractor must provide a budget or estimate to DC Project Authority for approval before proceeding with the expense. All travelling and living expenses must be pre-approved via travel authority form by DC and must be supported by original receipts. The travel pre-approval must be included as a backup to the travel claim.
- b. For pre-approved travel and living expenses, DC shall reimburse the Contractor in accordance with the Treasury Board Travel Directive specified in Appendices B, C and D found at: <https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html> and with the other provisions of the Directive referring to "travelers", rather than those referring to "employees" (see "Special Travel Authorities" link). Air fare shall be limited to full-fare economy class only. The Contractor is required to seek the lowest possible airfares, including charters and other discounts for each trip and to book immediately in order to take advantage of the lowest fares. DC retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the Contractor, where this is company policy.

### C.10 Personnel Replacement

The Contractor cannot make any changes to the Account Manager or key personnel without written permission of DC's Contract Authority. 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.

### C.11 Language Requirement

The Contractor personnel must be able to communicate in English, including both verbal and written communication.

## 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 the ability to work, travel globally and show proof of COVID-19 full vaccination status that meets the needs of all trade show/ event locations. **Are you able to comply with this requirement?**

Yes

No

D.1.2 The proponent must have at minimum five (5) years experience in the design, build and install of trade show booths valued at over \$100,000 CAD per unit. **Are you able to comply with this requirement?**

Yes

No

D.1.3 The proponent must ensure their core team is accessible to meet with DC during all Canadian time zones and that each team member has access to technology enabling them to participate in video-based meetings, such as Microsoft Teams or Zoom. **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 Business / Technical Requirements**

#### **E.1.1 Company Background and Overview**

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

- Date of Incorporation.
- Company ownership structure (e.g. privately held, public, etc.)
- Composition and competencies of the executive management team (e.g. org chart).
- The countries in which the company currently operates.
- The proportionate amount of income generated from your five (5) largest customers (e.g. 50% total from five (5) customers) accompanied by an estimate on the total number of customers that you currently serve.
- Copies of Financial Statements for the last three years, 2018, 2019, 2020.
- Please advise which of the following elements / services are in house and which you would utilize third parties for:
  - Custom Fabrication - Metalwork
  - Custom Fabrication - Woodwork
  - Custom Fabrication - Other
  - Storage
  - Graphic Design
  - Design Strategy
  - Large Format Printing
  - In Country Shipping
- Copies of applicable anti-fraud prevention policies and guidelines.
- Copies of diversity, equity and inclusion policies and guidelines.
- Copies of your sustainability policies as it relates to day-to-day business activities.

Response must be limited to two (2) pages, Arial 11 font (excluding organizational chart, financial statements, anti-fraud prevention, diversity, equity and inclusion and sustainability policies and guidelines).

Weighting: 5%

#### **E.1.2 Team Overview**

Provide information about the Account Lead, Production Lead and Design Lead and other key personnel on the proposed team that would work with DC. Include the following information:

- Details of their relevant skills and experience, relevant education, credentials, areas of expertise and any relevant awards/industry recognition received.
- Roles and responsibilities as described in the Statement of Work. Department structure and overall capabilities related to the account team, design team and production team.
- Describe your plan to provide DC with at least the same level of services provided by the proposed team if the proposed Account Lead, Production Lead or Design Lead leaves your organization.
- Please specify if any of these roles or responsibilities are assigned to a third party.



Response must be limited to two (2) pages, Arial 11 font.  
Weighting: 10%

#### E.1.3 Past Projects and References

Provide the following information that demonstrates your firm's ability to carry out the work as described in the Statement of Work.

- A list of clients who you feel are relevant given the nature of Destination Canada's business, needs and budget, client testimonials and high-level overview of the work carried out for these clients.
- Include name of organization, key contact, title, telephone number, email address
- Destination Canada reserves the right to contact references directly and without notice, for clarification and/or with questions, which will aid in the selection process.

Response must be limited to one (1) page, Arial 11 font.  
Weighting: 5%

#### E.1.4 Case Studies

Provide three (3) case studies that showcase your company's capabilities as they relate to the design, build, install and strike of trade show booths.

Include a case study for one (1) project with a value of between \$50-100K CAD; one (1) project with a value of between \$100-300K CAD; and one (1) project of your own choosing.

Include for each case study the following elements:

- Details of the original brief, timeline and budget.
- Your approach to the design of the booth.
- Your approach to the build of the booth including materials and construction techniques.
- Your approach to sustainability as it relates to both the build, install and strike.
- Specifications and details of the final build.
- Photographs and design renders of the final build.
- Details related to any challenges and how you addressed / overcame these.
- Details of any third parties involved.

Response must be limited to four (4) pages per case study including all photography and graphics, Arial 11 font.  
Weighting: 30%

#### E.1.5 Approach

Outline the overall approach you take to delivering projects of this nature and in more detail the approach you would take to delivering the type of trade show build described in the Statement of Work, in an efficient and effective manner.

Please include details on your overall approach to each of the following; including team, core skills, process, change management, risk mitigation,

- Design Strategy.
- Graphic Design.
- Construction Design.
- Fabrication / Build.
- Project management and planning.
- General logistics.

- Install & Strike.

#### *Quality Control Approach*

Describe your quality control procedures as it relates to day-to-day communications, graphic design and construction drawing accuracy, construction, budget management, logistics, safety, transportation, install and strike.

#### *Sustainability Approach*

Sustainability and environmental stewardship are important to Destination Canada. Outline your company's approach to sustainability as it relates specifically to the design and build of trade show booths including information related to reuse and recycling of materials, waste limitation, reduction of water and power consumption and in relation to transportation and logistics.

#### *Accessibility Approach*

DC is committed to providing a barrier free experience and supporting the Accessible Canada Act. Outline your company's approach to the integration of accessibility in trade show booth design and build and how you would approach this in relation to the design and build of a project as described in the Statement of Work.

#### *COVID Protocol Management*

As the past 2 years have taught us that change management and the management specifically related to COVID-19 protocols have become critical to the success of many projects. Provide details of how you as a business are managing COVID-19 protocols within your facilities, how you have managed protocols onsite at an event and an example of where and how you managed change within a specific project due to changes driven by COVID-19 restrictions and or protocols.

Response must be limited to two (2) pages, Arial 11 font.  
Weighting 30%.

#### E.1.6 Innovation

At DC we approach our work with courage and curiosity. Leading the industry, we identify competitive advantage through an informed and creative approach that charts an ambitious path for others to follow.

We challenge ourselves and each other to go beyond the status quo. Every day, we strive to maximize learning and embrace better ways of thinking and doing.

With international travel opening up again, competition for travellers will be strong. DC needs to make an impression at all events in order to stand apart from the crowd.

Use this section to provide insight into your knowledge of new products, trends, technologies, materials, approaches to design and construction related to trade show design and build. Describe how these may be relevant to the needs of DC booth.

Keep into consideration the need to create an experience in the booth that differentiates DC from other competitors and that supports DC's approach, design and build requirements as outlined in Section C - Statement of Work of this NRFP.

Response must be limited to two (2) pages, Arial 11 font.  
Weighting 20%.

Note: as per Section G – Presentation Requirements of this NRFP, DC will require proponents, who have made the Shortlist, to give a presentation of their capabilities to deliver the services described in Section C -Statement of Work.

As part of these presentations, proponents will be asked to expand on this section by presenting a more in-depth insight into these areas.

Proponents will also be asked to provide recommendations about the integration of some of these elements within DC booth, based on the specifications outlined in Section C -Statement of Work.

This should also include visual ideation of any specific build or creative elements and work to provide a potential starting point for the design and build of a booth.

## E.2 Weighting Table for Reference

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

<b>Desirable Criteria Question #</b>	<b>Desirable Criteria Question Weighting</b>	<b>Desirable Criteria Question Weighted</b>	<b>Example Proponent Score</b>	<b>Example Proponent Weighted Score</b>
E.1.1	5%	2%	4/5	1.60%
E.1.2	10%	4%	4/5	3.20%
E.1.3	5%	2%	5/5	2.00%
E.1.4	30%	12%	3/5	7.20%
E.1.5	30%	12%	3/5	7.20%
E.1.6	20%	8%	4/5	6.40%
<b>Example Total</b>	<b>100%</b>	<b>40%</b>	<b>23/30</b>	<b>27.6%</b>
<b>A score of 60% = 24% or higher is required to advance to the next stage of evaluations, Proposed Pricing.</b>				

## SECTION F – 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 name: “**DC-2021-PO-02 North America and Europe Trade Show Display Booth Design and Build**” along with company information.

DC is constrained by a limited budget; therefore, proponents are encouraged to present a best value for cost when submitting all pricing requests, while taking into consideration all of the requirements in this NRFP and as demonstrated through their response.

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

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

### F.1 Proposed Pricing Detail

#### F.1.1 Example cost estimate

To provide an overview of how your company prices a typical trade show booth, please review the high-level scenario below and provide an initial budget and accompanying design render.

Line item the cost for each item below and provide an estimate for additional associated costs such as labour, build, install and strike.

#### Example trade show set up

Total Floor Size: 3000 sq ft. (60' long by 50' wide)

The booth would be split into three main sections:

- **Section 1: Partner Meetings**
  - Approx. floor size: 40' x 50'
  - Simple 6ft welcome / reception desk with lockable under counter storage. Allow for print and install of one logo to the front of the counter.
  - 2 x stools at welcome counter.
  - 38 x 4' x 4' tables.
  - 114 x white chairs with cushioned seats.
  - 38 x 4'w x 8'h printed graphic panels with floor standing hardware.
- **Section 2: Presentation Zone**
  - Approx. floor size: 20' x 20'
  - 15 x white chairs with cushioned seats.
  - 55" LED screen (to connect to laptop and or flash drive).
  - Screen installed into 20'w x 10'h x 4'd wall with lockable storage. Allow for the wall to be fully wrapped with custom graphics on all sides.
  - 15 x wireless audio headsets + 1 x presenter headset with microphone.
- **Section 3: Activation Zone**
  - Approx. floor size: 20' x 30'
  - 70" screen (no audio) (to connect to laptop and or flash drive) installed into reverse of presentation zone screen.
  - 2 x 6' + 1 x 4' counters with lockable storage suitable for serving catering.
  - Freestanding speaker + hands free mic for live entertainment/ speaker.

- Additional
  - Printed square hanging banner 10' x 10' x 4'
  - Allowance for general floral décor throughout, garbage cans, carpeting of 3,000 sq ft area.
  - Custom fabricated 3D Logo - 6' x 2' x 2' white MDF (or similar) painted plinth with individually cut foam core (or similar) painted 3D letters at approx. 5' x 12" per letter, to spell out CANADA and 3D maple leaf. Lettering to be attached to base via single pole and all letters and leaf to be attached to each other with single rod through centre of word and maple leaf.

All prices are to be quoted in Canadian dollars, excluding taxes.

F.1.2 Rates

Provide a copy of your hourly rate sheet for a three (3) year term, including but not limited to:

Name	Title	2022	2023	2024
	<b>Account Lead</b>	\$___ /hr	\$___ /hr	\$___ /hr
	<b>Production Lead</b>	\$___ /hr	\$___ /hr	\$___ /hr
	<b>Design Lead</b>	\$___ /hr	\$___ /hr	\$___ /hr
	<b>On Site Supervisor</b>	\$___ /hr	\$___ /hr	\$___ /hr
	<b>Please name additional roles, if relevant</b>	\$___ /hr	\$___ /hr	\$___ /hr

All documented out-of-pocket expenses (such as travel, postage, shipping, telephone) or costs incurred in producing materials (such as stationary, photography, promotional give-aways) will be paid at cost with no management fee, mark-up, or commission.

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

**F.2 Payment Discounts**

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

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

### **F.3 Pricing Strategies**

DC may be open to other pricing strategies, incentives, volume discounts or other offerings (e.g. rebates, single volume purchase, credit for returnable product, etc.) that would benefit DC. DC, at its sole discretion, may or may not review or consider any such offerings that are proposed.

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

## **SECTION G – PRESENTATION REQUIREMENTS**

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### **G.1 Presentations Requirements**

DC will require proponents, who have made the Shortlist, to give a presentation of their capabilities to deliver the services described in Section C -Statement of Work.

Proponents should prepare a presentation of no more than 90 minutes and include:

- Team introduction.
- Organization overview and core capabilities.
- Expansion on insight, knowledge and creative ideation as detailed in Section E.1.6 and the creative provided as part of the Pricing in Section F.1.1 of this NRFP.
- Question and answer period.

\*Presentations will take place remotely **during the week of March 14, 2022\***

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

Further details about the presentation agenda and format will be further communicated to the shortlisted proponents.

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

## 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:

Intent to Submit (*)	February 4, 2022, 9:00 hours PT
Deadline for Questions	February 8, 2022, 9:00 hours PT
<b>Closing Date and Time</b>	<b>February 23, 2022, 9:00 hours PT</b>
Presentations of Shortlisted Proponents	Third week of March 2022
DC will endeavour to notify all proponents of its selection by:	Mid May 2022
Timeframe for Negotiations	5 days following notification by DC

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

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

### H.2 Interpretation of the NRFP

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

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

### H.3 Inquiries and Communication

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

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

### H.4 Accuracy of Information

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

### H.5 Amendments

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



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

#### **H.6 Modification and Withdrawal**

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

#### **H.7 Period of Validity**

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

#### **H.8 Proposal Expenses**

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

#### **H.9 Language**

Proposals may be submitted in either French or English. All other steps and documents in the process are to be addressed and submitted in English (Presentations, Pricing, Contract, Contract Negotiations, Debriefings, e-mail communication, etc.)

#### **H.10 Negotiations**

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

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

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

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

#### **H.11 Contract Award**

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

- i. should be negotiated within the Timeframe for Contract Negotiations;

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

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

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

#### **H.13 Material Circumstances**

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

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

#### **H.14 Proponents Not to Promote Their Interest**

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

#### **H.15 Confidentiality**

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

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

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

#### **H.16 Publicity**

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

#### **H.17 No Collusion**

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

**H.18 Law**

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

**H.19 Indemnities**

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

**H.20 Rights of Destination Canada**

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

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

## **SECTION I: LIST OF APPENDICES**

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<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

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**APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM**

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1) PROPONENT INFORMATION

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

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

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

**Reference #1:**

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

**Reference #2:**

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

**Reference #3:**

Client Organization:	
Contact Person/Title:	
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                      , 2022

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:

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

Check ONE:

No, there are no Material Circumstances to disclose;

OR

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

**APPENDIX 3: AMENDMENTS**

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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 should submit a list of sub-contractors it intends to use in providing the services described in this NRFP by completing the Declaration of Sub-Contractors, for approval by DC. DC reserves the right to withhold approval of such sub-contractors.

The proponent is responsible for supervising and coordinating all projects and/or services that they may delegate to the sub-contractors to ensure the services are provided to DC in a seamless manner.

Indicate the quality control measures and contract resolution processes you have in place for sub-contractors.

- The goods and or services in this proposal will be provided solely by the company named in Appendix 1 – Proponent Information and Acknowledgement.
- Sub-contractors will be used to provide the goods and/ or services described in this proposal.

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

Name:

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Contact Person:

Title:

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Phone Number:

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E-mail Address:

---

Address:

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City:

Province:

Postal /Zip Code:

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Description of services provided:

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% of services the Sub-Contractor will be providing: \_\_\_\_\_%

## **APPENDIX 5: GENERAL CONTRACT TERMS**

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

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