



REQUEST FOR QUALIFICATIONS: FII-14-05

FORESTRY INNOVATION INVESTMENT LTD.

PUBLIC RELATIONS & STRATEGIC COMMUNICATION SERVICES

Issue Date: November 18, 2013

Initial Submission Date: Monday, December 9, 2013
17:00 Hours Pacific Time

Send Responses to: Forestry Innovation Investment Ltd.
Suite 1200, 1130 West Pender Street
Vancouver, British Columbia
V6E 4A4 Canada

Direct Questions to: Sonya Zeitler-Fletcher
Director, Market Outreach
[sonya.zeitlerfletcher @bcfii.ca](mailto:sonya.zeitlerfletcher@bcfii.ca)

Table of Contents

1.	INTRODUCTION	3
1.1	Preamble	3
1.2	RFQ Schedule.....	3
1.3	Defined Terms	4
2.	BACKGROUND & SERVICES INFORMATION	5
2.1	Forestry Innovation Investment Ltd.....	5
2.2.1	Background.....	8
2.2.2	Term of List of Qualified Suppliers	9
2.2.3	Maintaining the List of Qualified Suppliers	9
3.	SUBMISSION INSTRUCTIONS	9
3.1	Submission Time and Location.....	9
3.2	Submission Format.....	10
3.3	Submission Letter	10
3.4	Enquiries.....	10
4.	SUBMISSION CONTENT	10
4.1	General Information	10
4.2	Vendor Profile	10
4.3	Resource Requirements	11
4.4	Contract Provisions	11
4.5	Financial/Pricing	11
4.6	Mandatory Evaluation Criteria	11
4.7	Desirable Evaluation Criteria	12
4.8	Consortiums	13
4.9	Subcontractors	13
4.10	Conflict of Interest.....	13
4.11	Submission Acceptance/Rejection	14
5.	RFQ TERMS AND CONDITIONS.....	14
5.1	No Contract	14
5.2	Freedom of Information and Protection of Privacy Act	14
5.3	Confidentiality	14
5.4	Incurred Costs	14
5.5	Reservation of Rights.....	14
5.6	No Obligation to Contract	15
5.7	Form of Contract	15
5.8	Ownership of Submissions	15
5.9	Agreement on International Trade	15
5.10	Notification.....	15
5.11	Vendor Debriefing	15
5.12	Qualified Suppliers List Distribution	16
5.13	Appendices	16

1. INTRODUCTION

1.1 Preamble

Proponents are invited to submit Submissions for Public Relations & Strategic Communications Services according to the specifications set out in this RFQ. Any interested Proponent may make a Submission to this RFQ.

Proponents are advised to pay careful attention to the wording used throughout this RFQ. Failure to satisfy any term or condition of this RFQ may result in a rejected Submission.

FII will review and classify Submissions, and based upon that review and classification, FII intends to establish a List of Qualified Suppliers for the Services.

Proponents who meet the mandatory criteria in Section 4.6 will be considered for eligibility to be added to the List of Qualified Suppliers on the basis of the information presented in the Submissions and in any subsequent clarifications and reference checks. Details of the desirable criteria are set forth in Section 4.7. Proponents should include evidence to support each of the desirable criteria in their Submissions.

FII reserves the right to update, change or modify this RFQ (including the scope of Services described in this RFQ) at any time, and notice of any such amendments shall be posted to BC Bid as an "Update" to this RFQ. Further, FII reserves the right to cancel this RFQ at any time without notice and without liability to FII.

FII does not represent that any Contract will be issued pursuant to this RFQ, nor does this RFQ obligate FII in any way to award a Contract to any Proponent that tenders a Submission, or that is entered on the List of Qualified Suppliers. Contract awards, if any, shall only be determined after evaluations of available Proponent's resources on a project-by-project basis as needs are identified by FII. See Appendix A for further information regarding the maintaining of the List of Qualified Suppliers by FII.

1.2 RFQ Schedule

The Table below outlines the anticipated schedule and timing for this RFQ. The timing and sequence of events resulting from this RFQ may vary and shall ultimately be determined by FII.

Event	Anticipated Date
RFQ Issue Date	November 18, 2013
Submission Time	December 9, 2013
Evaluation of Submissions	December 10 – 13, 2013
Proponents advised of results	December 16, 2013
List of Qualified Suppliers: Term Period	November 30, 2015

1.3 Defined Terms

When used in this RFQ the following terms will have the meanings given to them below. Any terms defined elsewhere in this RFQ will have the meanings so given to them.

“Consortium” means two or more individuals and/or organizations that together submit a response to this RFQ.

“Contract” means the written agreement resulting from this RFQ executed by FII, and a successful Proponent from the List of Qualified Suppliers.

“Evaluation Criteria” means the criteria described in Section 4.6 and 4.7 below.

“Evaluation Team” means the committee established by FII to evaluate Submissions under this RFQ.

“FII” means Forestry Innovation Investment Ltd.

“List of Qualified Suppliers” means the list of Proponents, prepared and maintained by FII, who have satisfied the Evaluation Team that they have the qualifications required under this RFQ to provide the Services.

“must”, or **“mandatory”** means a requirement that has to be met in order for a Submission to receive consideration under this RFQ, as described in Sections 3.1, 3.3, 3.4 and 4.6 below, unless specifically stated otherwise in this RFQ.

“Pacific Time” means Pacific Standard Time or Pacific Daylight time as provided for in the Daylight Savings Time Act of British Columbia.

“Proponent” means an individual, partnership, firm or company that submits, or intends to submit a Submission in response to this RFQ.

“RFQ” means this document and any Schedules or Appendices attached to this document, as they may be amended by FII.

“Services” means the functions, duties, tasks and responsibilities to be provided by the Proponent as described in the Contract awarded to a Proponent on the List of Qualified Suppliers.

“should” or **“desirable”** means a requirement having a significant degree of importance to the objectives of the RFQ, and will be taken into account in the evaluation of the Submission.

“Subcontractor” means a person, firm, corporation or other legal entity contracting with the Proponent to perform a part of the Services. **“Submission”** means a formal response submitted by a Proponent to this RFQ and is the statement of information that substantially complies with the form and content requirements of this RFQ.

“**Submission Time**” means the time and date indicated as such under Section 1.2, being the time and date after which the evaluation of Submissions will take place by the Evaluation team for purposes of determining the initial List of Qualified Suppliers.

2. BACKGROUND & SERVICES INFORMATION

2.1 Forestry Innovation Investment Ltd.

Forests cover nearly 60 percent of British Columbia’s landscape. For more than 100 years the timber in these forests has sustained hundreds of communities and tens of thousands of jobs across the province. Even with the recent slowdown in the global economy, particularly in U.S. housing, the B.C. forest sector shipped over \$11 billion in manufactured products in 2011 and remains one of the world’s largest exporters of softwood lumber. The scale and reach of forestry continues to make it vital to the province’s social and economic well being, and reinforces the importance of continued development and diversification of markets by government and industry.

Reflecting the importance of forestry to B.C., the Provincial Government established Forestry Innovation Investment (FII) as the B.C. government agency responsible for maintaining and expanding markets for the province’s forest products. FII is tasked with enhancing the value of B.C.’s forest resource and strengthening employment by delivering programming that responds to two fundamental questions: “Why use wood?” and “Why buy wood from B.C.?”

Enabling Legislation and Mandate

Forestry Innovation Investment was incorporated in 2003 under the Business Corporations Act. FII’s mandate is specified in its annual Government’s Letter of Expectations, documented later in this report, which outlines the respective roles and responsibilities of FII and its sole shareholder, the Province of British Columbia. The current version of the Letter instructs FII to:

- position British Columbia as a global supplier of world-class, environmentally friendly forest products;
- actively maintain, create and diversify demand for B.C. forest products in Canada and in key world markets;
- help break down non-tariff trade and market barriers to ensure opportunities for B.C. forest products;
- work with the forest industry to promote B.C.’s forest products and forest management to the global marketplace; and
- help ensure that the forest sector, through product development and strong international sales, continues to be a leading contributor to the B.C. economy.

Benefits to British Columbia

Through market development efforts, FII supports a strong and healthy forest industry. This directly supports Canada Starts Here: The BC Jobs Plan and benefits the families and economy of British Columbia by:

- working to maintain existing markets for B.C. forest products in collaboration with the forest sector, supporting forestry jobs throughout B.C.;
- opening up new markets for B.C. forest products and creating the potential for new jobs to service these markets;
- building awareness of B.C. internationally, particularly in China and elsewhere in the Asia-Pacific region, including India, which helps strengthen and grow trade ties; and
- supporting the growth of a sustainable and green economy by promoting the environmental benefits of wood in structural and non-structural applications and greater use of renewable wood products from B.C.

Service Delivery

FII combines the direct delivery of programs and services with the funding of program delivery by other agencies, including trade associations and research institutions. This approach allows FII to leverage its budget and resources to have a much greater impact than if the Corporation acted on its own.

Programs delivered by partner groups are predominantly selected through a competitive process based on criteria set out in annual investment strategies. Each project investment includes performance criteria, reporting requirements and budget controls, is closely monitored by FII staff, and may be audited by an independent auditor selected by FII.

About two-thirds of FII's budget is used to fund, in whole or in part, initiatives that are designed and delivered by other organizations. In 2012/13, these activities were co-funded by FII, Natural Resources Canada through its Canada Wood Export and North America Wood First Programs, and industry.

FII manages a number of marketing initiatives that reflect government priorities and provide broad-based benefits to the forest sector, but typically fall outside the mandates of industry associations and other government agencies. They include:

- market research to unearth potential opportunities and create new demand in emerging markets and segments;
- marketing resources for general use by industry, such as publications on wood as a green building material, and the www.naturallywood.com web site;
- market outreach communication to explain B.C.'s forest practices and environmental record to international markets;

Forestry Innovation Investment Ltd. Request For Qualifications # FII-14-05

FII China has a mandate for market research and outreach to government agencies in China, where FII represents the interests of the forest sector in expanding and straitening relationships with central and regional government agencies responsible for building and construction in China, and with large state-owned developers.

FII India has a mandate to establish a local presence in India for B.C. and Canadian forest products companies; develop working relationships with government officials, regulatory agencies, and the wood user community; and position B.C. and Canadian forest products for future growth. The operation focuses on early-market (pre-commercial) development activities, including:

- Supporting development of the market for B.C. and Canadian forest products through market research;
- Promoting B.C. and Canadian wood species in various end-uses;
- Educating the market place on B.C. and Canadian wood species and their proper use;
- Providing intermediation with Indian regulatory authorities; and
- Providing direct support for B.C. companies entering the India market.

Principal Partners, Clients and Stakeholders

In Asia, Canada Wood Group (a partnership of trade associations) leads market development activities in China, Japan and Korea, with funding provided by FII, Natural Resources Canada, the Government of Alberta (China and Japan program only) and industry associations. Activities involve building relationships with government officials, developers and the building sector, and research institutions on topics related to market access (for instance, acceptability of B.C. species and grades in local building and fire codes), market development (marketing and promotion) and related issues.

In China, Japan and Korea, FII provides core program support to Canada Wood Group in delivering market research, marketing, demonstration projects, quality assurance and training. Key relationships are maintained with major wood users, the architectural faculties of several universities, developers and builders.

In the United States, trade associations including the Wood Products Council, Western Red Cedar Lumber Association, and B.C. Wood Specialties Group lead market development activities funded by FII and industry. Activities focus on niche markets in the residential construction and related sectors as well as the emerging market for wood in the non-residential sector.

In other markets, trade associations lead market development activities funded by FII, Natural Resources Canada and industry. Activities focus on market development and market access.

Location of Operations

The FII corporate office is located at:

- #1200 - 1130 West Pender Street, Vancouver, British Columbia.

The company's China subsidiary, FII Consulting (Shanghai) Co, Ltd. office is located at:

- 425 Hong Feng Road, Jinqiao, Pudong New Area, Shanghai, P.R. China 201206

The company's India subsidiary, Forestry Innovation Consulting India Pvt. Ltd. office is located at:

- The Hub, One Indiabulls Centre, 10th Floor, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400 013. India.

More information on FII is available at www.bcfii.ca. General information on B.C.'s forest products and sustainably managed forests is available at www.naturallywood.com.

2.2 Service Description

2.2.1 Background

FII's Market Outreach program focuses the following activities in the United States, Europe and Canada as these markets have high levels of interest in forest practices, environmental and green building issues.

- Promote the benefits of wood as a green building material
- Develop factual and science based materials to position wood's environmental benefits and climate change mitigation potential
- Promote B.C. as a world leading supplier of forest products
- Ensure markets are aware of B.C.'s sustainable forest practices and high environmental standards

Working with a range of stakeholders, including Canadian and US forestry interests, a range of campaigns and marketing initiatives on forest products and the environment, wood and climate change, and wood as a green building product are working to increase awareness and drive demand for wood in new and innovative applications. Target audiences include architects, builders, procurement specialists, government, and forest industry customers.

FII is seeking qualified and innovative public relations & strategic communications support for select projects. These projects may include:

- Strategic communications and planning – online and offline;
- Audience & demographic analysis;
- Message development;

Forestry Innovation Investment Ltd. Request For Qualifications # FII-14-05

- Traditional, online and social media promotions and sponsorship;
- Developing and maintaining international media lists and editorial calendars;
- Pitching editorial opportunities and maintaining relationships with various media outlets, and;
- Crisis communications and issues management.

Public Relations & Strategic Communications Services under this RFQ will cover FII Vancouver's needs only. It does not include FII's subsidiary in China or India. Proponents must provide a detailed description of their qualifications and experience in similar projects of this kind (see Section 4.6 Mandatory Evaluation Criteria). Demonstrated experience in working on files related to green building, environmental issues including climate change, forestry and/or forest products is desirable.

Proponents are encouraged to review the materials on FII's websites: www.bcfii.ca and www.naturallywood.com to fully understand FII and its operations.

2.2.2 Term of List of Qualified Suppliers

The term of this List of Qualified Suppliers that is expected to be produced as a result of this RFQ is approximately 2 years from the Submission Time for this RFQ.

2.2.3 Maintaining the List of Qualified Suppliers

Further information on how the List of Qualified Suppliers will be maintained and used is set forth in Appendix A.

3. SUBMISSION INSTRUCTIONS

3.1 Submission Time and Location

Submissions are to be received by FII at the address below by the Submission Time. Submissions received after the Submission Time will be assessed after the initial RFQ evaluation process is completed, and at the discretion of FII, if at all.

Submissions **must** be delivered to FII by hand, courier, or mail no later than by **Monday, December 9, 2013, 17:00 Hours, Pacific Time**. Submissions that are emailed or faxed, in whole or part, will not be accepted.

One (1) un-bound paper copy and one (1) electronic copy in either Microsoft Word or Adobe Acrobat, on CD or USB, of the Submission **must** be delivered to FII in a package clearly marked with the RFQ's title, number and Submission Time addressed as follows:

Forestry Innovation Investment Ltd. Request For Qualifications # FII-14-05

Forestry Innovation Investment Ltd.
Suite 1200-1130 West Pender Street
Vancouver, British Columbia
V6E 4A4 Canada

Attention: Sonya Zeitler-Fletcher, Director Market Outreach

3.2 Submission Format

Written Submissions should be organized in the following format and sequence listed below:

- Submission Letter (see Section 3.3 below)
- Table of Contents
- Vendor Profile (see Section 4.2 below)
- RFQ Requirements (see Sections 4.3 to 4.10 below)
- Appendices

3.3 Submission Letter

The Submission Letter in Appendix C of this Request, or a similar representation of the same information, **must** be completed, signed by an authorized representative of the Proponent, and included in the Submission.

3.4 Enquiries

All enquiries regarding this RFQ **must** be directed to FII in writing. No verbal enquiries will be accepted. FII reserves the right to not respond to enquiries and to communicate the enquiry and the answer to all Proponents. FII is not responsible for any error that could occur from submission or communication of an enquiry by a Proponent.

4. SUBMISSION CONTENT

4.1 General Information

The requirements described with a “**must**” in this RFQ are required to be provided in the Submission. Failure to provide a response to a mandatory requirement(s) will result in a rejection of the Submission. It is recommended that Submissions also respond to “should” requirements in this RFQ. The Submission response to all mandatory and desirable requirements in this RFQ will be considered by the Evaluation Team.

4.2 Vendor Profile

The Submission should include the following:

- the full legal name and Address of the Proponent;

Forestry Innovation Investment Ltd. Request For Qualifications # FII-14-05

- a description of the Proponent's type of business (sole proprietorship, partnership, corporation, etc);
- details of any subcontracting or consortium arrangements proposed by the Proponent (see Section 4.8 and 4.9 below); and
- the full legal name of any proposed subcontractors or consortium members.

4.3 Resource Requirements

For each Submission, the Proponent should include:

- a list of key staff members as they relate to each category the Proponent is applying for with short biographies detailing their education, experience and areas of expertise

4.4 Contract Provisions

If the Contract provisions are amended by FII during the term of this RFQ, notice of such amendments shall be posted to BC Bid as an "Update" to this RFQ. Proponents are responsible for monitoring BC Bid for any such updates.

4.5 Financial/Pricing

The Submission **must** clearly identify each key staff member by role, and include their hourly and/or daily rates for each year of this RFQ. These rates must remain unchanged during the term of the RFQ.

Prices quoted shall be in Canadian dollars and exclusive of the Provincial Sales Tax (PST) & Goods and Services Tax (GST).

4.6 Mandatory Evaluation Criteria

The following are mandatory evaluation criteria for all Submissions. Submissions that do not clearly demonstrate that they meet the mandatory evaluation criteria will receive no further consideration during the evaluation process.

✓	Mandatory Requirements Checklist
<input type="checkbox"/>	Submissions must be delivered to FII by hand, courier, or mail no later than Monday, December 9, 2013; 17:00 Hours, Pacific Time (see Section 3.1 above).
<input type="checkbox"/>	One (1) un-bound paper copy and one (1) electronic copy in either Microsoft Word or Adobe Acrobat on CD or USB of the Submission must be delivered to FII in a package clearly marked in accordance with Section 3.1 above.
<input type="checkbox"/>	The Submission Letter in Appendix C of this Request, or a similar representation of the same information, must be completed, signed by an authorized representative of the Proponent, and included in the Submission (see Section 3.3 above).

<input type="checkbox"/>	The Submission must clearly identify each key staff member by role, and include their Fixed Price hourly and/or daily rates <i>for each year of this RFQ</i> . These rates must remain unchanged during the term of the RFQ.
--------------------------	--

4.7 Desirable Evaluation Criteria

Responses meeting the mandatory evaluation criteria will be further assessed against the following desirable criteria. Submissions should describe the Proponents experience regarding the following desirable evaluation criteria. Responses not achieving a passing percentage score of 60% will receive no further consideration during the qualifications review.

Desirable Evaluation Requirements	Percentage Score
<p>1) Summary of Expertise: Proponents are requested to briefly describe why they believe their skills and experience in developing Public Relations & Strategic Communications meet the requirements of FII and demonstrate why they feel they should be included in FII’s list of qualified suppliers.</p>	15%
<p>2) Project Examples: Proponents should include 3-5 brief descriptions of projects they have completed that demonstrate some or all of the areas of expertise detailed in section 2.2.1. Project descriptions should note the role played by the Proponent in the project and the successful outcomes achieved. Each example should be described in no more than ½ page and should include the name of a contact and company name of the firm that commissioned the work.</p> <p>Proponents should demonstrate experience in working on files related to wood products, construction, green building, environmental issues including climate change, forestry and/or forest products.</p> <p><u>Previous work for FII should not be used as a reference example.</u></p>	45%
<p>3) Staff & Resources: Applicants should include a profile of their firm and provide a summary of experience and skills (or attach CVs in the appendices) for the individuals who may be working on projects. Should there be components of the services that the applicant intends to outsource to other firms, please specify what existing relationship (if any) the applicant has with these firms, and the nature of the subcontracting relationship.</p>	20%
<p>4) Price: A pricing schedule should be included, identifying daily/hourly rates for each resource listed. Rates of sub-contractors are to be identified. FII will focus on value for money with regard to the skills and experience of the firm detailed in the Submission.</p>	20%

Forestry Innovation Investment Ltd. Request For Qualifications # FII-14-05

The Evaluation Team may ask to contact the references provided by the Proponent, or other references. Where in the opinion of FII, a Proponent's resource receives an unsatisfactory reference; FII reserves the right to reject the Submission.

4.8 Consortiums

If the Submission is provided by a consortium of two or more individuals or entities then Submission **must** identify one of the members of the consortium as the Proponent, and the others as Subcontractors to the Proponent. The Proponent so identified shall be responsible for all terms and conditions of any Contracts that may be awarded, and will be the only party to whom FII shall be obligated under any such Contract (if awarded). The Proponent so identified will be responsible for ensuring that the other members of the consortium, as Subcontractors, are able to provide the Services to be provided by them under any such Contract.

4.9 Subcontractors

Proponents should identify all Subcontractors that they intend to use in providing any Services, and their Submission should provide the same information on the Subcontractors that is provided on the Proponent (as required in Part 4 above).

A competitive process is not required for the Proponent to enter into any subcontracts under \$25,000; however, the Proponent will retain evidence to demonstrate that the price charged and rates used are reasonable. Reasonable means that they are within the normal expected range for similar services.

The Proponent **must** obtain the approval of FII before entering into any subcontracts between \$25,000 - \$100,000 not included and specifically identified in the original approved Submission. FII may, at its discretion, request that such subcontracting be carried out using a competitive tendering process. If a competitive process is not required, the Proponent will detail and maintain a rationale for the selection of the subcontractor with reference to how the reasonableness of the rate charged has been ascertained.

Unless otherwise agreed to in writing by FII, all subcontracts exceeding \$100,000, including cumulative awards to the same subcontractor, will be awarded using a competitive tendering process. If a competitive process is not possible, for any reason, then FII reserves the right to request that the proposed subcontractor submit a separate proposal to FII for consideration and evaluation in accordance with FII's request for proposal process.

4.10 Conflict of Interest

In their Submissions, Proponents should indicate any real or potential conflict of interest of which they are aware regarding performing work under this RFQ.

FII may reject a Submission if, in the opinion of FII, the Proponent or its Submission would create a conflict of interest in connection with the Services requested under this RFQ.

4.11 Submission Acceptance/Rejection

FII is not required to accept the lowest cost Submission and may reject any or all Submissions.

5. RFQ TERMS AND CONDITIONS

5.1 No Contract

This RFQ does not constitute an offer to enter into a Contract with FII and no Contract of any kind is formed under, or arises from, this RFQ or the entry of the name of a Proponent on the List of Qualified Suppliers. This RFQ will not prohibit or restrict FII from direct awarding a Contract where FII deems it to be necessary to do so.

5.2 Freedom of Information and Protection of Privacy Act

All documents and other records (including the Submissions) in the custody of or under the control of FII are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“**FOIPPA**”), and may be required, by law, to be disclosed under FOIPPA.

Except as expressly stated in this RFQ and subject to FOIPPA, all documents and other records included in a Submission (and the Submission) to this RFQ will be considered confidential by FII.

5.3 Confidentiality

Information pertaining to FII obtained by a Proponent as a result of participation in this RFQ is confidential and must not be disclosed without prior written consent from FII.

5.4 Incurred Costs

Proponents are solely responsible for their own expenses in preparing their Submissions and for subsequent Contract negotiations with FII, if any. If FII elects to reject all Submissions received, FII will not be liable to any Proponent for any claims, whether for costs or damages incurred by a Proponent in preparing its Submission, or any other matter whatsoever, and Proponents waive any and all claims for any such costs or damages.

5.5 Reservation of Rights

FII reserves the right, in its sole discretion, to:

- amend the scope of the Services, modify, cancel or suspend this RFQ or any or all stages of the RFQ, at any time for any reason;
- accept or reject any Submission based upon the evaluation criteria described in this RFQ as determined in the sole discretion of the Evaluation Team;
- not accept any or all Submission;
- reject or disqualify any or all Submissions without any obligations, compensation or reimbursement to any Proponent;

Forestry Innovation Investment Ltd. Request For Qualifications # FII-14-05

- re-advertise for new or additional Submissions after the Submission Date until the expiry of the term for the List of Qualified Proponents;
- make any changes to the terms of the opportunity described in the RFQ;
- extend, from time to time, any date, time period or deadline provided in this RFQ;
- cancel the List of Qualified Suppliers at any time without entering into any Contracts; and
- enter into Contracts with none, some or all of the Proponents in the List of Qualified Suppliers, or only with one or more specific Proponents in the List of Qualified Suppliers.

5.6 No Obligation to Contract

FII is not obligated to award any Contracts under this RFQ to any Proponents, and no Proponent whose name is entered on the List of Qualified Suppliers is entitled, as a matter of right, to an award of Contract, even if one or more other Proponents on the List of Qualified Suppliers is awarded one or more Contracts. Proponents whose names appear on the List of Qualified Suppliers may not receive an award of a Contract.

5.7 Form of Contract

It is expected that any Proponent on the List of Qualified Suppliers who is awarded a Contract will enter into a Contract with FII in substantially similar form and on substantially similar terms and conditions as the Contract attached as Appendix B.

5.8 Ownership of Submissions

All Submissions to this RFQ and accompanying documentation will become the property of, and will be retained by FII. Returns of any subsequent documentation or materials will be at the sole discretion of FII.

5.9 Agreement on International Trade

This RFQ is subject to Chapter 5 of the Agreement on International Trade, and its successor the Trade, Investment and Mobility Agreement effective April 1, 2009.

5.10 Notification

When the review process is completed and the initial List of Qualified Suppliers is finalized, FII will notify Proponents of the results.

5.11 Vendor Debriefing

FII will offer a debriefing to Proponents who did not make the List of Qualified Suppliers, on request, at a mutually agreeable time.

5.12 Qualified Suppliers List Distribution

FII reserves the right to distribute contact information of Proponents currently on FII's Qualified Suppliers List to stakeholders or other industry third party contacts.

5.13 Appendices

- Appendix A – Maintaining the List of Qualified Suppliers
- Appendix B – Contract
- Appendix C – Submission Letter

APPENDIX A – MAINTAINING THE LIST OF QUALIFIED SUPPLIERS

1. Changes to the List

FII may, at its sole discretion, and from time to time:

- a) extend the term during which the List of Qualified Suppliers is valid;
- b) invite additional Proponents to make a Submission for consideration of being added to the List of Qualified Suppliers;
- c) request or permit one or more Proponents to submit additional information, including related experience, availability and fee information;
- d) update the List of Qualified Suppliers based upon eligibility criteria; and
- e) categorize Proponents on the basis of their stated expertise.

2. Proponent Changes

Proponents named in the List of Qualified Suppliers should promptly notify FII in writing of any material changes to the information contained in their Submission. FII may, but is not obligated to, update the List of Qualified Suppliers, at any time, in its discretion, to reflect such changes.

Proponents named in the List of Qualified Suppliers who wish to make any addition, deletion or other change to their Submission should notify FII in writing as to the proposed change. FII may, but is not obligated to, consider such a change and to update the List of Qualified Suppliers at any time, at its discretion. Any such change may be disallowed by FII.

3. Withdrawal from the List

Any Proponent may withdraw its name from the List of Qualified Suppliers at any time by notice in writing to FII.

4 Use of List

Forestry Innovation Investment Ltd. Request For Qualifications # FII-14-05

FII may, at its discretion, and from time to time:

- a) use the List of Qualified Suppliers to award Contracts to Proponents with relevant expertise in connection with specific projects, in which case:
 - as specific projects are identified, the Evaluation Team will assess the qualifications and experience of all Proponents on the List of Qualified Suppliers;
 - the evaluation for each such project and shall be based primarily on the Proponent (i) being capable of providing and satisfactorily completing the specific project; (ii) being cost effective; (iii) being readily available to complete a time sensitive project; and (iv) having specific expertise;
- b) develop and implement processes and criteria for identifying, classifying and selecting Proponents from the List of Qualified Suppliers;
- c) develop shortlists of Proponents from the List of Qualified Suppliers in connection with specific projects and invite shortlisted Proponents to be considered for one or more Contracts in connection with such projects;
- d) select Proponents to enter into one or more Contracts directly from the List of Qualified Suppliers in accordance with provincial procurement policies;
- e) contact any one or more Proponents from the List of Qualified Suppliers;
- f) consider or invite any one or more Proponents from the List of Qualified Suppliers to enter into, or compete to enter into, one or more Contracts;
- g) enter into more than one Contract with the same Proponent from the List of Qualified Suppliers, and to not enter into any Contract with other Proponents from the List of Qualified Suppliers;
- h) not use the List of Qualified Suppliers in any way whatsoever including, without limitation, by not selecting Proponents to enter into, or by not inviting them to compete in respect of, any one or more Contracts; or
- i) not enter into any Contracts.

APPENDIX B – CONTRACT

Please see the attached.

odwyerpr.com

PROFESSIONAL SERVICES AGREEMENT (PSA)

X-14-XXX

This Agreement is made and entered into this XX day of XXXX, 2013.

BY AND BETWEEN:

<p>FORESTRY INNOVATION INVESTMENT LTD. ("FII") having an address at: #1200 – 1130 West Pender Street Vancouver, British Columbia V6E 4A4 Fax Number: 604.685.5373</p>	<p>AND: VENDOR NAME ("Vendor") having an address at: XXX XXX XXX XXX XXX XXX XXX XXX XXX Fax Number: XXX XXX XXX</p>
---	--

WHEREAS FII wishes to receive (insert name of RFQ/RFP) Services and has issued a Request for Qualifications (Proposals) (insert RFQ or RFP number) dated _____, 200X (include list of updates if applicable).

WHEREAS the Vendor has provided FII with a Project Proposal dated _____, 2013 attached as Schedule G.

FOR VALUABLE CONSIDERATION THE PARTIES AGREE TO THE PROVISIONS OF THE ATTACHED TERMS AND CONDITIONS AND SCHEDULES, WHICH SCHEDULES ARE INCORPORATED INTO AND FORM PART OF THIS AGREEMENT.

SCHEDULES [Delete Schedules that are not applicable]	
Schedule A	– Services and Deliverables
Schedule B	– Costs and Payments
Schedule C	– Travel Policy and Expense Claims
Schedule D	– Sample Invoice
Schedule E	– Insurance Coverage
Schedule F	– Confidentiality & Non-Disclosure
Schedule G	– Vendor Project Proposal
Schedule H	– Photograph/Video License

<p>SIGNED AND DELIVERED on the _____ day of _____, 2013 by Forestry Innovation Investment Ltd. : Signature: _____ Name: <u>Signing Authority</u></p>	<p>SIGNED AND DELIVERED on the _____ day of _____, 2013 by [Insert name of Vendor] Signature: _____ Print Name: _____</p>
--	---

TERMS AND CONDITIONS

1. **Services.** Vendor will provide the services described in Schedule A (*Services and Deliverables*) (the “**Services**”) in accordance with the provisions of this Agreement. Vendor will provide the Services during the Term (as defined in Schedule A) regardless of the date of execution or delivery of this Agreement.
2. **Labour and Materials.** Unless the parties otherwise agree in writing, Vendor will supply and pay for all labour, materials, facilities and approvals necessary or otherwise required for Vendor to perform the Services under this Agreement.
3. **Standard of Care.** Unless otherwise specified in this Agreement, Vendor will perform the Services to a standard of care, skill and diligence of a prudent person providing services (on a commercial basis) that are similar to the Services.
4. **Competency.** Vendor will ensure that all persons Vendor employs or retains to perform the Services are competent to do so and are properly trained, instructed and supervised.
5. **FII’s Instructions.** FII may from time to time give Vendor reasonable instructions (in writing or otherwise) as to the performance of the Services. Vendor will comply with those instructions and, unless otherwise specified in this Agreement or by FII, Vendor may determine the manner in which the instructions are to be carried out.
6. **Status Reports.** Upon FII’s request, Vendor will fully inform FII of all work done by Vendor or a subcontractor in connection with providing the Services.
7. **Records.** Vendor will maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in performing the Services, in form and content and for a period satisfactory to FII, as may be notified by FII to Vendor.
8. **Inspections.** Vendor will permit FII at all reasonable times to inspect and copy all material that has been produced or received by Vendor or any subcontractor in connection with providing the Services under this Agreement (collectively the “**Material**”) including, without limitation, all accounting records, findings, software, data, specifications, drawings, reports and documents, whether complete or not.
9. **Confidential Material.** Vendor and Vendor’s employees, agents and permitted subcontractors (and if Vendor is a company, its directors and officers) (the “**Vendor Group**”) will treat all Material as confidential in accordance with, and subject to, the terms and conditions of confidentiality and non-disclosure set forth in Schedule F (*Confidentiality & Non-Disclosure*).
10. **FII’s Ownership.** The Material and any property FII provides to Vendor or a subcontractor in connection with this Agreement or the Services is FII’s exclusive property. Vendor will deliver the Material to FII immediately upon FII’s request.
11. **Copyright.** The copyright in any Material created under this Agreement by Vendor (or any member of the Vendor Group) belongs exclusively to FII. Upon FII’s request, Vendor will deliver to FII duly signed documents, in a form satisfactory to FII, waiving in FII’s favour any moral rights which Vendor (or any member of the Vendor Group) may have in the Material, and confirming the vesting of all such copyright in FII.
12. **Insurance Coverage.** Except as provided below, Vendor will maintain and pay for the insurance outlined in Schedule E (*Insurance Coverage*). If the Vendor does not have insurance coverage, then the Vendor will notify FII in writing at the time of signing this Agreement, in which case FII may, in its discretion, waive (or reduce) the insurance requirements in Schedule E (*Insurance Coverage*). FII will notify Vendor in writing of any such waiver or reduction of the insurance requirements in Schedule E (*Insurance Coverage*).
13. **Taxes.** Vendor will apply for and, immediately on receipt, remit to FII any refund or remission of federal or provincial tax or duty available with respect to any items which FII has paid for or agreed to pay for under this Agreement.
14. **Compliance with Laws.** In performing the Services under this Agreement, Vendor will comply with all applicable laws, including the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), and its provisions regarding the protection and privacy of personal information.
15. **Indemnity.** Vendor agrees to indemnify and save harmless FII and its directors, officers, employees and agents (the “**FII Group**”) from any losses, claims, damages, actions, causes of action, costs (including legal costs on a solicitor-client basis) and expenses that FII or any of the FII Group may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur as a result of any negligence or malfeasance of the Vendor (or and member of the Vendor Group) in providing the Services.
16. **Assignment.** Vendor will not assign any of Vendor’s rights under this Agreement without FII’s prior written consent.
17. **Subcontracts.** Vendor will not subcontract any of Vendor’s obligations under this Agreement (other than to persons listed in Schedule A (*Services and Deliverables*)) without FII’s prior written consent. No subcontract, whether consented to or not, relieves Vendor from any obligations under this Agreement. Vendor will be fully responsible for remunerating its subcontractors for all Services performed by Vendor’s subcontractors. Vendor will ensure that any subcontractor retained by Vendor fully complies with this Agreement in performing the subcontracted obligations.
18. **Conflicts of Interest.** Vendor will not provide any services to any person which, in FII’s reasonable opinion, could give rise to a conflict of interest between Vendor’s duties to that person and Vendor’s duties to FII under this Agreement.
19. **Fees.** If Vendor complies with this Agreement, FII will pay Vendor: (a) the fees described in Schedule B (*Costs and Payments*); and (b) the expenses, if any, described in Schedule B

Forestry Innovation Investment Ltd. Request For Qualifications # FII-14-05

(*Costs and Payments*) if they are supported, where applicable, by proper and original receipts and, in FII's opinion, are necessarily incurred by Vendor in providing the Services. FII is not obliged to pay Vendor more than the "Maximum Amount" specified in Schedule B (*Costs and Payments*) on account of fees and expenses.

20. Invoices. In order to obtain payment of any fees and expenses under this Agreement, Vendor will submit to FII a detailed invoice breakdown (as described in Schedule D (*Sample Invoice*)) upon completion of the Services, or at such other intervals as agreed to by FII. Unless otherwise specified by FII, Vendor will submit invoices by the 15th of each month, for hours worked and expenses incurred in performing the Services in the prior month. In any event, Vendor will submit all invoices to FII within 30 days of the expiry or earlier termination of this Agreement, or upon the earlier written request of FII.

21. Payment. FII will pay Vendor's invoices that are properly rendered for Services performed, and approved by FII in accordance with this Agreement, within 30 days of receipt of the invoice at FII's Vancouver office. Invoices not completed according to Schedule D (*Sample Invoice*) will be delayed until corrected by the Vendor, unless otherwise approved in writing by FII.

22. Liens. FII may withhold from any payment due to Vendor an amount sufficient to indemnify FII against any lien or other third party claim that could arise in connection with the provision of the Services (such as a lien for unpaid subcontractors).

23. Appropriations. FII's obligation to pay money to Vendor is subject to the *Financial Administration Act* (British Columbia) which makes that obligation subject to an appropriation being available in the fiscal year of the Province of British Columbia for which such payment becomes due.

24. Currency. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

25. Non-Residents. If Vendor is not a resident in Canada, FII will withhold any applicable taxes from the fees described in Schedule B (*Costs and Payments*), and remit the taxes to Canada Revenue Agency as required by applicable law.

26. Termination. FII may terminate this Agreement for: (a) Vendor's failure to comply with this Agreement, immediately on giving written notice of termination to Vendor; and (b) any other reason, on giving at least 10 days' prior written notice of termination to Vendor. If FII terminates this Agreement under paragraph (b), then FII will pay Vendor that portion of the fees and expenses described in Schedule B (*Costs and Payments*) applicable to the Services that were completed to FII's satisfaction before termination. That payment discharges FII from all liability to Vendor under this Agreement.

27. Independent Contractor. Vendor will not do anything that would result in personnel hired by Vendor (or any member of the Vendor Group) being considered an FII employee. Vendor and the members of Vendor Group are independent contractors and are not FII's employees, agents or partners. Vendor will not commit or purport to commit FII to pay any money to any person.

28. Authorized Signatories. If Vendor is not an individual, Vendor represents and warrants to FII that Vendor has authorized the signatory or signatories who have signed this Agreement to enter into and execute this Agreement on Vendor's behalf without affixing Vendor's common seal (where Vendor is a corporation).

29. Availability of Information. FII will make available to Vendor all information in FII's possession which FII considers pertinent to Vendor's performance of the Services.

30. On-Site Policies. When providing Services on FII's premises, Vendor will comply with all of FII's security, privacy and other location based rules and guidelines, notified by FII to Vendor.

31. Miscellaneous. (a) This Agreement is governed and construed in accordance with the laws of the Province of British Columbia and any applicable laws of Canada. (b) Time is of the essence in this Agreement. (c) A waiver of any term of this Agreement or of any breach by Vendor of this Agreement is effective only if it is in writing and signed by FII and is not a waiver of any other term or any other breach. (d) No modification of this Agreement is effective unless it is in writing and signed by the parties, other than a modification made by FII pursuant to Section 12 (*Insurance Coverage*) above, or an amendment by FII pursuant to paragraph (e) of this Section. (e) FII may increase the total amount of fees and expenses payable to the Vendor under Schedule A (*Services and Deliverables*), or extend the Term of this Agreement, upon written notice to Vendor. (f) This Agreement and any modification of this Agreement constitute the entire agreement between the parties as to performance of the Services. (g) This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax or other electronic means (including as a PDF attachment to an email received by the other party).

32. Notice. (a) Any notice contemplated by this Agreement, to be effective, will be in writing and either personally delivered or sent by courier; and in each case, to the recipient's address as specified in this Agreement. (b) Either of the parties may give notice to the other of a substitute address from time to time. (c) Any notice delivered or sent in accordance with paragraph (a) is deemed to be given and received at the time of delivery.

33. Arbitration. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with or derived from this Agreement will, unless the parties otherwise agree, be referred to and finally resolved by a single arbitrator in an arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.

34. Survival. Sections 6 to 11, 13 to 15, 20, 21, 24 to 25, and 32 to 34 continue in force, even after this Agreement ends.

35. Document Conflicts. If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, then the provision in the Schedule is inoperative to the extent of the conflict.

SCHEDULE A

SERVICES AND DELIVERABLES

1. **Term.** The term of the Agreement and the period during which Vendor will provide and complete all of the Services will be from _____ to _____ (the "**Term**"), unless extended by FII in its sole discretion pursuant to Section 31(e) of the Agreement.
2. **Service Description.** During the Term of this Agreement, Vendor will perform and deliver the Services (and all related functions and duties incidental to the performance of the Services) in accordance with and as described in this Schedule A and in Schedule G (*Vendor Project Proposal*).
3. **Conflict Among Schedules.** In the case of a conflict or inconsistency among the provisions of this Schedule A and the provisions of Schedule G (*Vendor Project Proposal*), the provisions of this Schedule A will govern.
4. **Individuals.** Vendor will cause the following individuals to perform the Services during the Term of this Agreement. Vendor will not substitute any other person for the following individuals without the prior written consent of FII.
 - [insert names of personnel who will provide the Services]
5. **Subcontractors.** Vendor is permitted to use the following subcontractors in performing the Services under this Agreement. Vendor will not use any other subcontractors without the prior written consent of FII.
 - [insert names of subcontractors, including the names of the individuals who will provide the subcontracted Services – or – if none permitted, insert "o subcontractors"]
 - FII will reimburse the Vendor for actual costs incurred by the Vendor when using subcontractors to perform Services under this Agreement.

SCHEDULE B

COSTS AND PAYMENTS

1. **Total Fees and Expenses.** The total amount payable to the Vendor by FII for all fees and all expenses under this Agreement will not exceed \$_____ (prior to applicable taxes), unless increased by FII in its sole discretion pursuant to Section 31(e) of the Agreement. FII will be entitled to reject any expenses that are not properly incurred in accordance with the terms of this Agreement. Vendor may seek prior written approval from FII before incurring any expenses under this Agreement.
2. **Rates.** FII will pay Vendor at the rates set out in Schedule G (*Vendor Project Proposal*), to a maximum of _____ hours, for Services satisfactorily provided by Vendor pursuant to this Agreement. Payment for Services will not exceed a total of \$_____.
3. **Travel Expenses.** FII will pay traveling allowances in accordance with Schedule C (*Travel Policy and Expense Claims*). FII will only pay the actual cost of travel related expenses where Vendor is required to travel in the course of performing the Services under this Agreement. Payment for travel expenses will not exceed a total of \$_____.
4. **Other Expenses.** FII will pay pre-approved disbursements and out-of-pocket expenses. Vendors will only be reimbursed for actual costs of disbursements or out-of-pocket expenses. Payment for other expenses will not exceed a total of \$_____.
5. **Special Expenses.** In addition to the expenses referred to in Section 3 above, FII will pay Vendor for the actual costs of the following special expenses incurred by the Vendor in performing the Services under this Agreement:

[NTD: Describe nature of special expenses – e.g., cost of purchasing lumber, proofs, publication materials, etc or insert “N/A” if not applicable.]
6. **Invoices.** The Vendor will ensure that every invoice submitted to FII for Services performed under this Agreement contains the required detailed invoice breakdown as described in Section 20 (*Invoices*) & Schedule D (*Sample Invoice*). All reimbursable expenses included in an invoice will be claimed in accordance with Schedule C (*Travel Policy and Expense Claims*), or Section 4 (*Special Expenses*) above, as applicable, and must be supported with proper and original receipts as contemplated in Section 19 (*Fees*) of the Agreement. For any travel related expenses, city, British Columbia will be specified as the home base in all cases.
7. **Sales Tax.** With the re-implementation of the GST (Goods & Services Tax) & PST (Provincial Sales Tax) effective April 1, 2013, FII is required to pay all applicable taxes and therefore should be invoiced for GST & PST, net of any tax rebate to which the Vendor is entitled.

SCHEDULE C

TRAVEL POLICY AND EXPENSE CLAIMS

Approved Travel Rates - (Group II Rates)

The following travel policies apply on travel associated with FII funded activities. FII will only reimburse costs within the policies described below. Any exceptions to the policies described below must be approved in advance and in writing by the CEO of FII (or the CEO's designate).

A Vendor claiming travel expenses must maintain detailed, comprehensive travel records for review by FII. All travel must summarize the dates, locations and expenses claimed for each day on travel status. All original receipts for the travel expenses claimed must be attached to the associated travel record. Only expenses where a receipt is attached will be eligible for reimbursement by FII.

1.0 Sales Tax

Vendor is required to include GST & PST, net of any tax rebate to which the Vendor is entitled, for all expenses prior to submitting financial summary information to FII.

2.0 Gratuities

Tips and gratuities are at the discretion of the Vendor and are a personal expense (i.e., not an expense reimbursable by FII). Travel per diem allowances are provided for payment of miscellaneous out-of-pocket expenses.

3.0 Extraordinary Costs

Where a Vendor on FII business incurs a loss of (or damage) to personal property that is pertinent to the performance of the Vendor's duties, that is not otherwise covered by government policy or insurance, the Vendor may claim for reimbursement for the lesser of the loss, the cost of repairs or the deductible portion of the Vendor's insurance policy, as applicable, up to a maximum of \$500.00 CDN.

4.0 Hotel Cancellation Charges

Vendor is responsible for cancelling hotel reservations in time to avoid "no show" charges. "No show" hotel costs will not be reimbursed by FII.

5.0 Vehicle Travel

For all types of vehicles, actual transportation toll charges may be claimed at cost for travel on approved project business. The vehicle operator is individually responsible for paying parking fines, traffic violation fines (including photo radar), and impoundment/towing fees when driving a vehicle (whether a company, leased, rented or personal vehicle) on approved project business.

6.0 Private Vehicle Allowance

The private vehicle allowance is intended to cover the gas and maintenance costs associated with operating a personal vehicle while traveling on approved project business. The private vehicle allowance does not apply when using a rental, leased or company vehicle. A Vendor who is authorized to use its own vehicles in the performance of its duties will be reimbursed as follows:

Effective April 1, 2010 - \$0.50 per km

- after 6:00 p.m., all meals can be claimed.

Travel status begins and ends at the designated departure and return locations. The departure and return locations may be the Vendor's headquarters, personal residence or other points of assembly as designated by FII.

On the day of departure, unless the Vendor has scheduled travel status to commence before the meal period ends, Vendor is on personal time during their meal period and are not entitled to the allowance for that meal.

On the day of return, unless travel status ends after the meal period begins, Vendor is on personal time during their meal period and are not entitled to the allowance for that.

15.0 OVERSEAS TRAVEL

15.1 Air Travel

FII will reimburse air travel costs up to the full fare (flexible) economy class rate (this includes Air Canada Latitude fare). This rate is usually fully refundable and change fees do not apply or are minimal. FII will not reimburse the cost of change fees should they apply if the full fare (flexible) economy class of travel is chosen.

Business class will not be reimbursed without approval in advance and in writing by the CEO of FII (or the CEO's designate).

FII will not reimburse Vendor for any costs incurred in flying charter, private or personally rented aircraft on project business.

15.2 Accommodations

For project business conducted overseas, costs for accommodation will be reimbursed for single occupancy at commercial standard room rates based on the following criteria:

- In all cases, hotels that provide special government rates should be explored first. These hotels and their rates can be found on the following website:
- <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>
- When exploring alternate arrangements, Vendor should always attempt to secure the most competitive single occupancy commercial standard room rates available. Hotel location and security should also be factors when making a choice based on competitive rates. Four star rated hotels are the FII standard, provided the competitive room rate before taxes is less than the equivalent of \$250.00 CDN per night. If circumstances dictate a requirement for room rates above the equivalent of \$250.00 CDN, this request must be presented along with written justification to the VP Finance of FII for approval.
- Vendor may use private accommodation instead of commercial accommodation and claim the private accommodation allowance to the equivalent of \$30.00 CDN per night.
- Where FII employees are traveling on the same business as Vendor (e.g. trade shows, etc.), FII will make hotel bookings for FII employees and will advise the Vendor of the project the name of the hotel and the applicable room rates to be reimbursed. Vendor should then make arrangements with the hotel to book rooms for itself at these same rates. Should the Vendor choose to stay at a different hotel, FII will only reimburse the Vendor to the level of the base room rate plus applicable taxes previously advised to the Vendor.

15.3 Meal/Per Diem Allowances

Meal rates, including an amount for incidentals, in all other foreign destinations and cities are as published by Treasury Board of Canada Secretariat. These rates can be viewed on the Internet at http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage_e.asp (click on Appendix D – Allowances Module 4). Note that these rates are updated each quarter (April, July, October and January).

For part day travel status, the times for departure and arrival as noted in section 14.5.2 (*Part Day travel Status*) above apply, and the appropriate meal claim should be made. The amount for incidentals is only eligible for reimbursement when the Vendor is on travel status for a full day.

SCHEDULE E

INSURANCE COVERAGE

GENERAL INSURANCE COVERAGE

The Vendor will, during the term of the Agreement and at all time while providing the Services to FII, and without limiting its obligations under the Agreement and at its own expense, provide and maintain, or cause its subcontractors to provide and maintain the following insurance with insurers licensed in British Columbia:

- Comprehensive General Liability in an amount not less than \$1,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage and including liability assumed under the Agreement; and
- Automobile Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence, insuring against theft, accidents, bodily injury, personal injury and property damage, where vehicles will be used in providing the Services.

The Vendor must provide FII with a certificate of insurance as evidence of all required insurance prior to the commencement of the Services. Such evidence will be in the form of a Certificate of Insurance as issued by the Vendor's Insurance Agent. The Vendor will notify FII before cancelling or modifying any insurance required under this Agreement.

In cases where the Vendor does not have insurance coverage, the Vendor must notify FII in writing, as contemplated in Section 12 (*Insurance Coverage*) of the Agreement, in which case, the requirements set forth above will only be waived or reduced if approved in writing by FII pursuant to Section 12 (*Insurance Coverage*) of the Agreement.

WORKSAFE BC

The Vendor must provide FII with a WorkSafe BC Clearance Letter.

In cases where the Vendor is not registered with WorkSafe BC, the Vendor must notify FII in writing, as contemplated in Section 12 (*Insurance Coverage*) of the Agreement, in which case, the requirements set forth above will only be waived or reduced if approved in writing by FII pursuant to Section 12 (*Insurance Coverage*) of the Agreement.

SCHEDULE F

CONFIDENTIALITY & NON-DISCLOSURE

1. **Confidential Information.** "Confidential Information" means: (a) all information or material that has been received by Vendor or any subcontractors ("Subcontractors") in connection with the Agreement including, without limitation, all accounting records, findings, software, data, specifications, drawings, reports, documents and agreements (as well as the Agreement), whether complete or not, and in any form whatsoever; and (b) all resulting information from the performance of the Services including, without limitation, all reports, advice, presentations, completed or otherwise produced by Vendor or its Subcontractors.
2. **Proprietary Rights.** The Confidential Information will at all times remain the sole and exclusive property of FII, and FII may, without restriction or limitation of any kind, use, disclose or otherwise distribute all or any portion of the Confidential Information in any manner whatsoever as FII may determine in its sole and unfettered discretion. Vendor will not acquire any right, title or interest in, to or associated with any Confidential Information other than the limited right to use the Confidential Information solely to provide the Services under the Agreement.
3. **Confidentiality Obligation.** Vendor will:
 - (a) use the Confidential Information only as necessary to provide the Services or to otherwise perform Vendor's obligations under the Agreement;
 - (b) disclose the Confidential Information only to such persons and only to the extent that such disclosure is necessary to provide the Services or to otherwise perform Vendor's obligations under the Agreement; and
 - (c) maintain the strict confidentiality of the Confidential Information using the same degree of care as Vendor affords to Vendor's own confidential information of a similar nature which Vendor desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of the Confidential Information.
4. **Exception.** Vendor's obligations under Section 3 above will not apply to any of the Confidential Information that:
 - (a) is expressly excluded from the application of the confidentiality provisions of this Agreement in a written consent signed by FII, but subject to any terms or conditions that may be stated in such consent;
 - (b) is or becomes generally available to the public other than as a result of disclosure by Vendor or any of Vendor's representatives;
 - (c) is lawfully and in good faith obtained by Vendor on a non-confidential basis from an independent third party without breach of any applicable confidentiality obligation, as shown by evidence sufficient to establish the third party as the source of the Confidential Information, and that was not obtained by the third party from FII; or
 - (d) Vendor can show, by written records or other tangible evidence, was in Vendor's possession prior to (i) the disclosure of the Confidential Information by or on behalf of FII to Vendor, or (ii) the creation of such Confidential Information by Vendor for FII under the Personal Services Agreement, as the case may be.
5. **Disclosure Required by Law.** Vendor will not be in breach of Vendor's obligation under this Agreement not to disclose any of the Confidential Information if that disclosure is required by law or a court order, provided that Vendor gives FII as much notice as is reasonably possible in the circumstances prior to disclosing any of the Confidential Information, and Vendor co-operates with FII in any application, proceeding or other action FII may undertake to obtain a protective order or other means of protecting the confidentiality of the Confidential Information that

is required to be disclosed.

6. **Return and Destruction of Confidential Information.** At any time upon request by FII and immediately upon termination of the Agreement, Vendor will promptly:

- (a) deliver, or cause to deliver, to FII all originals and copies of Confidential Information and all documents, records, data and materials containing Confidential Information in Vendor's or Subcontractors' possession, power or control; and
- (b) delete, or cause to delete, all Confidential Information from any and all of Vendor's or Subcontractors' computer systems, emails and databases.

7. **Agents and Employees.** Vendor will cause any Subcontractors and any person in its organization or employ to whom the Confidential Information is disclosed to comply with this Schedule.

8. **Survival.** The obligations of Vendor under this Schedule will survive termination of the Agreement and will continue in force indefinitely.

9. **Remedies for Breach.** Vendor acknowledges that any breach of this Schedule shall cause irreparable harm to FII that cannot reasonably or adequately be compensated in damages. Vendor agrees that, upon any actual or impending violation of this Schedule, FII is entitled to specific performance, injunctive and other equitable relief to prevent a breach of this Schedule and that resort to equitable relief shall not be construed as a waiver of any rights or remedies that FII may have for damages or otherwise.

SCHEDULE G
VENDOR PROJECT PROPOSAL
Please see the attached.

Odwyerpr.com

SCHEDULE H

PHOTOGRAPH/VIDEO LICENSE

1. **License Grant.** Vendor hereby irrevocably and unconditionally: (a) grants to FII and its successors, assigns and licensees (collectively, the “**FII Licensed Group**”) a non-exclusive, perpetual, royalty-free, irrevocable, fully sub-licensable, fully transferable and worldwide right and license to Use each of the photographs and video recordings created by Vendor and provided to FII as part of the Services (collectively, the “**Works**”); and (b) waives in favour of the FII Licensed Group all moral rights and creator’s rights Vendor has throughout the world in, to, or associated with each of the Works.
2. “**Use**” means any and all forms of commercial and non-commercial use and publication of any nature and kind whatsoever (including, without limitation, to alter, change, modify and combine with or incorporate into other works and create derivative works from), by means of any and all forms, media and technologies now known or later developed, and whether or not such uses are by the user alone or in conjunction with other persons or bear the marks and branding of the user or other persons.
3. **Representations/Warranties.** Vendor represents, warrants and covenants as follows: (a) Vendor is (or will be) the sole creator and owner of each of the Works, and has all requisite powers, rights and authorities to grant the licenses set forth in this Schedule; (b) the Use of the Works by the FII Licensed Group will not infringe the rights (including copyright, personality rights, privacy rights or any other intellectual property rights) of any other person; and (c) Each image in the Works will be listed by name or identifier and thumbnail image in Appendix H.1. as well as each individual that is depicted in one or more of the Works will be listed by name in Appendix H.1 as a “Model” (which completed Appendix H.1 will be provided by Vendor to FII upon delivery to FII of the Works), and has duly signed a Model Release Form (attached as Appendix H.2) which has not been and will not be amended. 4. **No Compensation or Credit.** The FII Licensed Group is not obligated to Use the Works. The FII Licensed Group will not provide any remuneration, royalties, fees or other compensation to Vendor for or in connection with the Use of the Works by the FII Licensed Group. The FII Licensed Group is are not obligated to give any credit or attribution to Vendor as the creator of the Works, but may do so in its discretion.
5. **Indemnity.** Vendor will defend, indemnify and save harmless the FII Licensed Group and their Representatives from and against all Claims and Proceedings directly or indirectly arising from, connected with or relating to the Works (including, without limitation, the Use of the Works) or any breach of this Schedule by Vendor. The FII Licensed Group and their Representatives will have sole control over the defence of and settlement negotiations relating to all Claims and Proceedings. Vendor will assist and co-operate as fully as reasonably required by the FII Licensed Group and their Representatives in the defence of all Claims and Proceedings. For purposes of this provision:
 - (a) “**Claims**” means first party and third party claims, counterclaims, complaints, demands, causes of action, liabilities, obligations, damages, losses, legal fees, costs, expenses and disbursements (including, without limitation, reasonable attorneys’ fees and court costs) of any nature or kind, whatsoever and howsoever arising;
 - (b) “**Proceedings**” means third party actions, suits, proceedings and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board or tribunal; and
 - (c) “**Representatives**” means past, present and future directors, officers, employees, volunteers, agents, representatives, subcontractors, successors, assigns, licensees, and related persons and each of them.
6. **Limited Remedies.** Notwithstanding any other provision of the Agreement: (a) this Schedule is not subject to termination, revocation or rescission by Vendor for any reason whatsoever, and this Schedule will survive the termination of the Agreement indefinitely; (b) Vendor’s sole remedy for breach of this Schedule by the FII Licensed Group is a claim for damages and other remedies (not including termination, revocation or rescission); and (c) Vendor hereby waives any right to seek, obtain or enforce any injunctive or other remedy or relief that would in any way enjoin, restrain or interfere with the Use of the Works by the FII Licensed Group.

**APPENDIX H.1
MODELS & NAMES & THUMBNAILS
TO
SCHEDULE I (PHOTOGRAPH/VIDEO LICENSE)
SAMPLE APPENDIX H.1**

THE FOLLOWING INFORMATION IS REQUIRED ON ALL APPENDIX H.1 AT THE COMPLETION OF THE PROJECT:

<u>For Entire Work</u>	<u>For Models (if applicable)</u>
1. Thumbnails of all images included in the Work	5. Role of each individual person
2. Name of the Work	6. Name of person
3. Location of the Work	7. Thumbnails of image(s) in which person appears
4. Name of each image	

**APPENDIX I.1
MODELS & NAMES & THUMBNAILS
TO
SCHEDULE I (PHOTOGRAPH/VIDEO LICENSE)**

Work [2] [3]
Forestry Innovation Investment Booth at Greenbuild 2008, Boston, MA



	Model Role {5}	Model Name {6}	Thumbnail of image(s) in which Model appears {7}
1.	Booth Staff	Jane Doe	 Greenbuild 2008, Boston 113.jpg

This Appendix I.1 (*Models & Names & Thumbprints*) is being delivered to Forestry Innovation Investment Ltd. ("FII") together with the Works referred to above as part of Professional Services Agreement FII-10-XXXX, and is incorporated into such Professional Services Agreement by reference.

SIGNED AND DELIVERED on the 21st day of April, 2009 by **[John Smith]**

Signature: _____

Print Name: John Smith _____

TO BE COMPLETED AT THE END OF THE PROJECT

**APPENDIX H.1
MODELS & NAMES & THUMBNAILS
TO
SCHEDULE H (PHOTOGRAPH/VIDEO LICENSE)**

Work

Project Name: _____

Project Location(s): _____

Attach thumbnail of image and image names to this Appendix H.1. If a model has been used, please include the model role, model name, and identify the thumbnail of image(s) in which the model appears.

This Appendix H.1 (*Models & Names & Thumbprints*) is being delivered to Forestry Innovation Investment Ltd. ("FII") together with the Works referred to above as part of Professional Services Agreement PSA-X-XXX, and is incorporated into such Professional Services Agreement by reference.

SIGNED AND DELIVERED on the ___ day of _____,
2013 by [Name of Vendor]

Signature: _____

Print Name: _____

APPENDIX H.2
MODEL RELEASE FORM

Model Name				Date of Birth	___/___/___
Address	Street Address and City				
	Province/State		Country	Postal/Zip	
Tel. 1	() - - - -	Tel. 2	() - - - -	Email	
Photographer Name				Date / Location(s) of Photo/Video Shoot	

IN CONSIDERATION OF being allowed to participate in the Photo/Video Shoot referenced above and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), I HEREBY COVENANT AND AGREE with the Photographer referenced above as follows:

- Certification and Acknowledgement:** I hereby represent and warrant that I am the above-named Model and that the information set forth above is true and correct. I acknowledge that I wish to participate as a model in a photo/video shoot conducted by the Photographer on the date and at the location(s) referenced above (the "Photo/Video Shoot") during which the Photographer and his/her employees and other representatives will take photographs or video and sound recordings of me (the "Recordings") for use by the Photographer and his/her clients and their respective successors, assigns and licensees (the "Client Group").
- Consent, Authorization and Grant:** I hereby unconditionally and irrevocably consent to the Photographer and his/her employees and other representatives creating the Recordings (which will contain my image, likeness, voice, performance and movements). I hereby unconditionally consent, authorize and grant to the Photographer and the Client Group all requisite and necessary authority, permission, right, license, title and interest of every nature and kind, in perpetuity and throughout the world, to directly and indirectly (through their respective employees, contractors and other persons) Use, assign, sell and license others to Use the Recordings as they see fit in their discretion. In this Agreement, "Use" means all forms of commercial and non-commercial use and publication of any nature and kind whatsoever (including without limitation to alter, change, modify and combine with or incorporate into other works and create derivative works from, including whether or not I am recognizable), by means of all forms, media and technologies now known or hereafter developed whatsoever, and whether or not such uses are by the user alone or in conjunction with other persons or bear the marks and branding of the user or other persons.
- Waiver of Rights:** I hereby unconditionally and irrevocably waive all rights (including moral rights or performers rights) that I may have in the Recordings and in my image, likeness, voice, performance and movements as recorded in the Recordings. I have no right to review or approve the Recordings or their Use.
- Ownership:** I hereby unconditionally and irrevocably acknowledge and agree that all right, title and interest in, to and associated with the Recordings (including my image, likeness, voice, performance and movements as recorded in the Recordings) are solely owned by the Photographer and the Client Group.
- No Compensation or Credit:** The Photographer and the Client Group are not obligated to Use the Recordings. The Photographer and the Client Group will not provide any remuneration, royalties, fees or other compensation to me for or in connection with their Use of the Recordings. The Photographer and the Client Group are not obligated to disclose my name or otherwise identify me by name or otherwise as a model in the Recordings, but they may do so in their sole discretion.
- Release:** I hereby release, remise and forever discharge the Photographer and the Client Group and their respective successors, assigns, licensees, employees, agents, representatives, and related persons and each of them, from all claims, counterclaims, complaints, demands, causes of action, liabilities, and obligations of any nature or kind, whatsoever and howsoever arising, (including for libel, defamation, invasion of privacy or right of publicity, and infringement of copyright), which now or hereafter exist by reason of any events, acts or omissions that are in any way connected with, or which arise directly or indirectly from or relate to this Agreement, the Photo/Video Shoot, the creation of the Recordings or the Use of the Recordings.

7. **General:** This Agreement is irrevocable and perpetual, and is not subject to termination, revocation or rescission by me for any reason whatsoever. This Agreement is the entire agreement between me and the Photographer regarding the Photo/Video Shoot and the Recordings, and may be modified only by a written instrument signed by me and the Photographer. This Agreement is for the benefit of the Photographer and h the Client Group and their respective successors, assigns, licensees, employees, agents, representatives, and related persons. This Agreement is binding on me and my heirs, executors, administrators, successors, and personal representatives. The Photographer may assign this Agreement. This Agreement and all related matters will be governed by and construed in accordance with the laws of British Columbia, Canada and the courts of British Columbia, Canada sitting in Vancouver will have original and exclusive jurisdiction over any dispute arising from, connected with or relating to this Agreement or any related matter.

Dated: _____, 2013.

Witness Signature

Model's Signature

Witness Name and Address (Please Print)

APPENDIX C – SUBMISSION LETTER

(Proponent's Letterhead)

(Date)

Sonya Zeitler-Fletcher
Director, Market Outreach
Forestry Innovation Investment Ltd.
#1200 – 1130 West Pender Street
Vancouver, British Columbia
V6E 4A4

RE: Request for Qualifications Public Relations & Strategic Communication Services RFQ 14-05

Enclosed is our Submission in response to this Request for Qualifications.

(Name of Proponent) confirms the terms and conditions of this RFQ have been read, understood, and agreed to in its entirety and are willing to enter into the contract attached as Appendix B.

Authorized Signature

Print Name

Title