



Canadian Tourism
Commission

Commission canadienne
du tourisme

Negotiated Request for Proposal

Name of Competition:	Expense Management System (EMS)
Competition Number:	DC-2020-PO-02
Closing Date and Time:	April 15, 2020, 14:00 Pacific Time (PT)
Contracting Authority:	Paulina Orozco Procurement Advisor 604-638-8372 procurement@destinationcanada.com

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SECTION A – INTRODUCTION

The Canadian Tourism Commission, doing business as Destination Canada ("DC"), is Canada's national tourism marketing organization. A federal Crown corporation, DC supports the Canadian tourism industry by marketing Canada as a premier four-season tourism destination, and supports the Canadian economy by generating tourism export revenues.

Through collaboration and partnerships with the private sector, the Government of Canada, plus the provinces and territories, DC works with the tourism sector to maintain our competitiveness and position Canada as a destination where travelers can create extraordinary personal experiences.

DC's approach focuses on those global markets where Canada's tourism brand leads and yields the highest return on investment. DC is active in 10 key geographic markets: China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom, and United States. For further information, please visit <http://www.destinationcanada.com>

A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for an Expense Management System (EMS) that has the ability to fully integrate with SAP ByDesign and Travel Management Software. The proposed system must only transmit and store data within Canada or Europe exclusively and meet the DC Internal Records Management Policy, as described in Appendix 6, and other privacy and regulatory requirements. See Statement of Work (Section C) for detailed requirements.

A summary of the key requirements of the EMS are:

- The user interface is available in French and English and complies with Canada's Official Languages Act¹.
- The EMS complies with the Canadian Privacy Act², the General Data Protection Regulation ("GDPR")³ and all security requirements set forth in the Government of Canada's Policy on Government Security⁴ and its supporting Directive on Security Management⁵.
- The ability to fully integrate with SAP ByDesign and Travel Management Software.
- The EMS must fully meet DC Internal Records Management Policy requirements (see Appendix 6).
- Robust Optical Character Recognition (OCR) technology.
- Ability to support and convert expense claims in multiple currencies.
- Approvals are customizable and multiple levels of approval can be implemented based on the task.
- Detailed reporting capabilities including dashboards and analytics.
- The ability to perform a mass extraction of data.
- User friendly applications that can be used on mobile devices.
- Compliance tracking and monitoring.

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.

¹ <https://laws-lois.justice.gc.ca/eng/acts/o-3.01/>

² <https://laws-lois.justice.gc.ca/ENG/ACTS/P-21/index.html>

³ <https://www.tradecommissioner.gc.ca/tcs-sdc/gdpr-eu-rgpd.aspx?lang=eng>

⁴ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

⁵ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32611>

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

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

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

A.2 Contract Term

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

SECTION B – NRFP EVALUATION CRITERIA AND INSTRUCTIONS

B.1 Mandatory Criteria Evaluation

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

B.2 Desirable Criteria Evaluation

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

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

B.2.1 Desirable Criteria Questionnaire (Section E) 40 %

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of 40% or higher (the “Threshold”) will be evaluated further based upon, but not limited to Presentations/Demonstrations and Proposed Pricing.

B.2.2 Presentations/Demonstrations (Section F) 30 %

Following evaluation of Presentations/Demonstrations, DC may limit further evaluation to a limited number of the top ranked proposals (the “Shortlist”). Only those proposals on the Shortlist will be further evaluated based upon Proposed Pricing.

B.2.3 Proposed Pricing (Section G) 30 %

TOTAL 100%

B.2.4 Negotiations

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

B.3 Proposal Submission, Intentions, and Questions Instructions

B.3.1 Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time (“Closing Time”) of **14:00 hours PT, April 15, 2020**.

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 will become the property of DC. The time stamp of DC's email system will 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, March 23, 2020**. Questions submitted prior to this date will be responded to on or before **April 7, 2020**.

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

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

B.3.3 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via e-mail to the Contracting Authority by **14:00 hours PT, April 8, 2020**.

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

B.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference "**NRFP DC-2020-PO-02-Expense Management System - CONFIDENTIAL**" in the e-mail subject line. Include the following with your submission, intentions and questions:

- Company name
- Name and title of contact person
- Phone, mobile phone, fax and e-mail of contact person
- Reference to the corresponding NRFP section(s) if applicable

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

B.4 NRFP Form of Response, Format and Depth

B.4.1 NRFP Form of Response

Proponents should respond to and include in their proposal:

- Appendix 1 – Proponent Information and Acknowledgement Form
- Appendix 2 – Material Circumstances Form

- Appendix 3 – Amendments
- Appendix 4 – Declaration of Sub-Contractor (if applicable)
- Section D – Mandatory Criteria Questionnaire (if applicable)
- Section E – Desirable Criteria Questionnaire
- Section G – Pricing Proposal (separate file)

B.4.2 NRFP Format and Depth

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

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

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

B.5 Contractor Performance Management

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

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

SECTION C – STATEMENT OF WORK

C.1 Background

As a federal Crown corporation of the Government of Canada, DC's mandate is to work with the Canadian tourism industry and provincial and territorial governments to promote Canada as a premier tourist destination, grow tourism export revenue for Canada, support the creation of jobs and increase the global competitiveness of Canada's travel and tourism sector.

In order to execute DC's mandate, employees travel, offer hospitality and participate in or host events to share the amazing experiences and wonderful diversity that Canada has to offer on a global stage. Employees that need to travel to execute their work, are required to seek reimbursement for their spending in accordance with DC's travel and hospitality policy and guidelines. DC employees in both Canada and International markets (China, Japan, USA, and UK) must abide by DC's travel and hospitality policy and guidelines when submitting expense claims for reimbursement. Currently, DC uses a manual, paper-based method of approving and processing expense claims.

C.2 Objective

DC requires an Expense Management System (EMS) in order to effectively and efficiently process a large volume of expense claims. The EMS system must be able to integrate with SAP ByDesign and with Travel Management Software.

The primary objective of the EMS is to standardize, streamline and automate the approval and reimbursement process for travel, hospitality, conferences, events, and other expenditures (THCEE) at DC.

The selected Contractor will provide an EMS that will enable DC to automate pre-approvals, implement booking thresholds, note policy and guideline infractions, and monitor individual employee dashboards for booking trends and instances of non-compliance. The EMS will increase efficiencies across the organization by expediting the claim approval and payment process and decrease the work involved by all parties in the submission and processing of claims, forms and related reports.

C.3 Scope of Work

C.3.1 Qualifications and Capabilities

The Contractor will provide DC with an integrated Expense Management System (EMS). The EMS will:

- Integrate with SAP ByDesign.
- Integrate with Travel Management Software.
- Have the ability to integrate with third party vendors, such as credit card providers, hotel chains, ride sharing.
- Enable DC to automate pre-approvals.
- Implement booking thresholds.
- Capture policy and guideline infractions.
- Monitor individual employee dashboards for booking trends and instances of non-compliance.

The EMS should be able to perform the following functions:

General Administration	
1	Ability to access EMS from a variety of devices (desktop PCs, laptop, tablets, cellphone) using various browsers (Chrome, Firefox, Internet Explorer).
2	User interface available in French & English and the system complies with Canada's Official Languages Act ⁶ .
3	Technology is cloud based & requires no additional resources from DC's Data Centre.
4	Provide the option to customize fields and for DC to determine which information is required or optional for users to provide.
5	Ability to store an unlimited volume of PDF evidence/backup while complying with DC's data retention policies.
Uploading	
6	Ability to upload directly to EMS from various file types (jpg, pdf, Word, Excel, etc.)
7	Ability to upload individual or batches of PDFs or images directly to the integrated EMS from various file types (jpg, pdf, Word, Excel, etc.)
8	Ability for DC to upload reporting templates into the system which can be attached to expense reports as evidence.
9	Ability to designate upon upload the exact file path that the information should be saved to (i.e. upload directly to January 22 for expense claim 78).
10	Ability to upload data in a number of ways (i.e. clicking on link, drag and drop, browse files).
11	Ability to upload data/reports while user is offline (users are able to access and upload/fill out expense reports while on an airplane without accessing internet).
Search	
12	Ability to perform full search functionality in a variety of ways including by date range, location, user name, network, report type, claim number, keyword, office, region and ability to add negative search terms (for example; excluding specific items such as conference).
13	Ability for the search function to recognize alternate words.
14	Ability to search content based upon language type.
Organization	
15	Ability to create and edit a folder structure to organize and file claims and associated back up (receipts, email evidence, screenshots, Excel forms) and create sub folders.
16	Ability to categorize expense reports and users with a variety of tags (date received, user, location, event purpose, \$ amount).
17	Ability to easily view/identify reports, forms and claims in each stage of the process: <ol style="list-style-type: none"> 1. In progress – User. 2. Sent for approval. 3. Approved. 4. Sent for Payment. 5. Requires additional information. 6. Denied.
18	Ability to easily identify and compile all reports, forms and claims identified with exceptions by user, department, and approver.
19	Ability to have multiple levels of approval dependent upon the specific thresholds set by DC.
20	Application is available by users on both Apple and Android devices.
21	Ability to delegate claim processing to different users in the organization based upon a Delegated Approval Matrix.
22	Ability to upload travel plans on an annual basis and have the system use this data to notify travellers of upcoming trips, or when an expense report is due for submission or approval, and compare travel plan budget to actuals.

⁶ <https://laws-lois.justice.gc.ca/eng/acts/o-3.01/>

Governance	
23	Automated process for rights management such that DC can control where and how software products are able to run.
24	Ability for users to read and agree to a set of terms and conditions of use – should be a prerequisite to any work performed within the system.
25	Ability to capture, store and report when a user or approver provided permission or accepted/bypassed warnings.
26	Ability to store date/time when usage requests were granted or made including when exceptions are granted permissions by delegated authorities.
27	Ability for Administration Users to create and modify permission requests and to alter the Delegated Approval Matrix when required.
28	Ability to flag and/or block users.
29	Ability to allow certain users to exceed pre-determined policy thresholds/requirements after permissions are granted by delegated authority (i.e. blanket approvals for hospitality under a certain \$ value for Traveler X only).
30	Automatic workflow queuing.
User Registration, Permission Management and Security	
31	Ability for Administrator to create and manage users.
32	Ability to require each user to have a username and a complex password which includes at minimum, uppercase and lowercase letters, numbers and special characters.
33	Ability for DC Information Technology department to push through mandatory password updates/changes annually.
34	Ability to provide both internal auditors (3 rd party) and the Office of the Auditor General (OAG) with access to the system.
35	Ability to provide multiple users access to an account (i.e. allow executive assistants to access traveller accounts to generate expense reports – but ensure traveller is the one to submit the report).
36	Ability to block user after too many failed login attempts.
37	Ability to fulfill and comply with regulatory requirements under the General Data Protection Regulation (GDPR) ⁷ .
38	Store data in only Canada, UK, or EU and follow all security measures as outlined in the Government of Canada's Policy on Government Security ⁸ and its supporting Directive on Security Management ⁹ .
39	Ability to meet DC Internal Records Management Policy requirements (see Appendix 6).
40	Password reset via email for forgotten passwords.
41	Ability for advanced access user control management (i.e. Administration user has capability to assign and remove approval authorities).
42	Ability for users to self-register to create an account and a workflow for Administrator to approve the request.
43	Allow DC to easily remove user system access
Output	
44	Ability to support expense claims in multiple currencies (Renminbi, Yen, USD, Peso, Won, etc.)
45	Ability to convert expenses from one currency to another for multiple currencies (noted above).
46	Ability to update and maintain various tax rates for multiple countries (e.g. blended rates) and apply amounts to expense claims made.
47	Mass extraction of data is possible.

⁷ <https://www.tradecommissioner.gc.ca/tcs-sdc/gdpr-eu-rgpd.aspx?lang=eng>

⁸ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

⁹ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32611>

48	Ability to customize the look and feel of templates and data fields.
49	Ability to pull data spanning across multiple years (i.e. all claims and supporting documents reviewed and approved for Traveller X for 2020 – 2022).
50	Ability to remind travellers to book their trip 30 and 15 days in advance of trip commencement date.
51	Ability to process Travel Advances for approval, and to track outstanding and issued travel advances and compare to trip date (i.e. aging schedule of outstanding travel advance by traveller name).
52	Ability to notify users when claims are approved, edited, require more information, have been sent for payment, are rejected.
53	Ability for the Finance team to review and edit coding of claims prior to any claim being extracted from the system.
54	Ability to compare travel plans to actual spend (i.e. budget to actual comparisons).
55	Ability to integrate calendar from employee email to capture itinerary data concerning per diems.
56	Ability to identify which criteria fields are mandatory opposed to optional and the ability for DC to customize this criteria as required.
Developer Tools	
57	Ability of DC Admin to alter what is mandatory and what is optional dependant upon report type.
58	Ability to fully integrate with SAP ByDesign software.
59	Ability to fully integrate with Travel management software hosted by 3 rd party travel management company(s).
60	Robust Optical Character Recognition (OCR) technology available in French, English, and multiple other languages (e.g. Japanese, Korean, Spanish, Mandarin, German, etc.).
61	Ability to compile and decipher data in languages other than English or French (e.g. Japanese, Korean, Spanish, Mandarin, German, etc.).
62	Ability to integrate GPS tracking into data used for mileage claims.
Reporting	
63	Ability to provide detailed reporting by traveller, expense type, currency, etc.
64	Ability to generate pre-set reports and dashboards that will allow DC to review compliance with internal policies and analyze spending trends.
65	Ability to differentiate between personal and business expenses.
66	Ability to determine the appropriate amount claimed for per-diem and incidental amounts based on the duration of the trip and travel times (i.e. duration of flight, number of days in travel status, flight times).
67	Ability to generate reports which outline all instances of non-compliance with DC Policy. Automatic monitoring of the Policy occurs.
68	Ability to easily pull reports on a variety of criteria (i.e. date submitted, permissions granted, total cost, airfare cost, airfare class, hotel name, city location).
69	Ability to export reports in common format (Excel, CSV, PDF, etc.).
70	EMS contains dashboards to help users organize, compile and navigate relevant information and reports.
71	Ability to report on partners used or brands booked (i.e. Air Canada, WestJet, Fairmont, etc.).
72	Ability to view budget to actuals in an easy to read format.
73	Ability for users to submit feedback to Administrator (e.g. unsuccessful searches) and collected data can be stored to be accessed by Administrative users.
74	Ability to generate high-level analytics, and perform trend analysis.

C.4 Deliverables and Schedule

The contractor will:

- Provide a detailed implementation plan for DC's review and approval by July 2020.
- Implement the integrated system by September 30, 2020.
- Provide training to DC as required before go live date.

C.5 Performance Standards and Quality Measurement

DC is committed to fostering and supporting strong positive relationships with its partners 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 at minimum twice annually using the DC Contractor Performance Evaluation system.

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

C.6 DC Responsibilities and Support

DC will assign a project authority to handle incoming and outgoing requests and correspondence. The project authority will:

- Act as a vendor relationship manager with the Contractor's assigned project manager and ensure projects/tasks are completed on time, within budget, and as scoped.
- Provide relevant travel, hospitality, events and expenditure policy information.
- Provide feedback for and approval of the project plan.
- Interface with the Contractor largely via the Contractor-supplied system, including the set up of regular status calls and project specific meetings/teleconferences, as needed.
- Approve the test environment and provide requirements for the full roll-out of the system.
- Approval and acceptance of the production system.
- Work with the Contractor to integrate the systems and ensure the required information is being captured and is accessible.
- Provide annual Contractor performance reviews to ensure that the Contractor is supplying the expected quality of deliverables outlined in the Contract.

C.7 Contractor Responsibilities

The Contractor will be responsible for ensuring the following:

C.7.1 General Responsibilities

- Providing the fully functional platform by September 30, 2020.
- Meeting the deadlines as set forth in Section C.4 of this NRRFP

C.7.2 Configuration, Testing and Implementation

- The Contractor will fully develop and test the end system. The Contractor will be required to develop the full implementation strategy.

- b. The Contractor should have experience implementing an EMS with a Canadian Federal Crown Corporation or other similar entity.
- c. The Contractor will develop and follow a testing and implementation schedule that rolls out the system in a logical sequence, and takes into consideration the impact of organizational change that will occur. It is required that the implementation plan be approved by DC in writing in advance of any work being completed.
- d. The Contractor will be responsible for user acceptance testing strategies in collaboration with DC.
- e. The Contractor will be responsible for coordinating and managing all aspects of the system and user acceptance tests.

C.7.3 Data Migration/Conversion

- a. The Contractor will be responsible for gathering information about the current software and service providers in use by DC and determine how to efficiently integrate the current practices and system with the EMS.
- b. The Contractor will work with DC to integrate the systems and ensure the required information is being captured and is accessible.
- c. The Contractor will be responsible for confirming that the systems are integrated successfully and that the quality and integrity of the data has not been affected.

C.7.4 Training and Communication

- a. The Contractor will train DC's assigned trainer, Finance team, and Super-Users to ensure that DC has the capability to deliver classroom training and respond to questions from the End-Users. The development of the training plan is the responsibility of the Contractor. The plan will clearly demonstrate how End-Users will obtain the necessary training to be fully functional with the system.
- b. The Contractor will be responsible for developing all training documentation in both official languages. This includes general reference material, job aids, and classroom training material.
- c. The Contractor will provide necessary and relevant employee communication materials that will be used to advise employees about the details of the system.

C.7.5 Post Implementation Support

- a. The Contractor must address and correct any issues discovered during post-implementation regardless of the length of time required to correct the issue.
- b. Provide ongoing user technical support as required. Respond to user support requests as per standard Contractor's Service Level Agreement (SLA). Such document should be provided upon request.
- c. The Contractor may be required to provide onsite assistance to DC in DC's Vancouver office. Assistance is to be provided via telephone, web-conference, or in person. For onsite work, DC will provide the necessary workstation and access to conduct all work. All travel costs and living expenses associated with the required assistance are the responsibility of the Contractor.

C.8 Risks and Constraints

C.8.1 Privacy Act and Data Protection Requirement

- a. The Contractor must take into account and respect the provisions of the Privacy Act¹⁰ (Canada) and any other applicable Canadian privacy laws in the implementation of the system and in its handling of personal information in relation to the implementation.
- b. The Contractor will fulfill and comply with regulatory requirements under the General Data Protection Regulation (“GDPR”)¹¹ in relation to the processing and handling of personal data belonging to Destination Canada employees and workers based in the European Union (“EU”).
- c. The Contractor will have data storage in Canada, UK or the EU and if the Contractor intends to store or transmit personal information outside of Canada, it will ensure that data is transmitted and stored in keeping with the security requirements set out in the Government of Canada’s Policy on Government Security¹² (July 2019) and its supporting Directive on Security Management¹³.
- d. The Contractor must be able to provide DC with SOC 2 ¹⁴type II reports during the contract negotiation phase, and annually thereafter.
- e. If required, the Contractor must be able to participate in a DC led Personal Information Assessment (PIA).

C.9 Reporting and Communication

DC may request the successful proponent to provide monthly, quarterly or annual volume reports, or project status reports, as applicable.

The contractor will provide DC with SOC 2 type II reports annually.

Where possible, all communication between DC and the Contractor will take place via phone conversation or web-conferencing. Virtual presence and other remote meeting solutions will be utilized where available. In the event that the Contractor is required to travel, the Contractor is responsible for covering all associated travel expenses.

C.10 Account Management and Personnel Replacement

The Contractor will provide a key contact (“Account Manager”) capable of working with DC’s Information Technology and Finance teams, and be responsible for co-ordinating all activities described in the Statement of Work. This includes regular status calls, timeline management, status documents, budget management, setting up calls and meetings, meeting follow ups, etc.

The Account Manager and any other representatives may also have to work or collaborate with multiple third parties (i.e. DC contracted suppliers, industry tourism partners, etc.). In such cases, the Contractor’s contact will be with DC’s global communications and programs team, who in turn will make the initial contact with partners.

The Contractor will inform DC of any major personnel replacement, such as any partner servicing or managing DC’s account and the Contractor’s client relationship partner and overall client service partner.

C.11 Expenses and Accounting

¹⁰ <https://laws-lois.justice.gc.ca/ENG/ACTS/P-21/index.html>

¹¹ <https://www.tradecommissioner.gc.ca/tcs-sdc/gdpr-eu-rpgd.aspx?lang=eng>

¹² <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

¹³ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32611>

¹⁴ <https://www.cpacanada.ca/en/business-and-accounting-resources/audit-and-assurance/internal-control/publications/soc-2-guide>

C.11.1 Invoicing

- a. The Contractor will be required to provide monthly 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. 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.11.2 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.11.3 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.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Criteria

1. The EMS must have a user interface available in French & English and the system complies with Canada's Official Languages Act¹⁵.

Are you able to comply with this requirement?

Yes No

2. The EMS must comply with the Canadian Privacy Act¹⁶ and the requirements as listed under the General Data Protection Regulation (GDPR)¹⁷. Additionally the proponent must comply with the security requirements set out in the Government of Canada's Policy on Government Security¹⁸ and its Supporting Directive on Security Management¹⁹.

Are you able to comply with this requirement?

Yes No

3. DC can only have data stored or transmitted within Canada, the United Kingdom or the European Union. When data is stored or transmitted outside of Canada, the security requirements as outlined in the Government of Canada's Policy on Government Security and its Supporting Directive on Security Management must be met.

Are you able to comply with this requirement?

Yes No

4. The proponent must be able to provide DC with SOC 2 type II reports on an annual basis.

Are you able to comply with this requirement?

Yes No

5. The proponent must have a dedicated project manager with experience implementing the system with a Canadian Federal Crown Corporation or other similar entity.

Are you able to comply with this requirement?

Yes No

6. The EMS must have the ability to fully integrate with SAP ByDesign.

Are you able to comply with this requirement?

Yes No

¹⁵ <https://laws-lois.justice.gc.ca/eng/acts/o-3.01/>

¹⁶ <https://laws-lois.justice.gc.ca/ENG/ACTS/P-21/index.html>

¹⁷ <https://www.tradecommissioner.gc.ca/tcs-sdc/gdpr-eu-rgpd.aspx?lang=eng>

¹⁸ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

¹⁹ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32611>

7. The EMS must have the ability to fully integrate with Travel Booking/Management Software.

Are you able to comply with this requirement?

Yes No

8. The EMS must fully meet DC Internal Records Management Policy requirements (see Appendix 6).

Are you able to comply with this requirement?

Yes No

9. The EMS must have Robust Optical Character Recognition (OCR) technology available in English and French on mobile applications.

Are you able to comply with this requirement?

Yes No

10. The EMS must support expense claims in multiple currencies such as USD, CAD, Yen, Peso, Yuan, Rupee, Euro, GBP, Won, etc.

Are you able to comply with this requirement?

Yes No

11. The EMS must have the ability to convert expenses and claims from one currency to another (i.e. Canadian employee travels to USA and submits receipts in USD, which then is converted to CAD to be repaid to the employee). The exchange rate data should be pre-populated from a well-known foreign exchange currency database such as the Bank of Canada or Oanda.

Are you able to comply with this requirement?

Yes No

12. The EMS must be able to delegate claim administration and processing to other users within the organization (i.e. assistants and coordinators).

Are you able to comply with this requirement?

Yes No

13. The EMS must provide for multiple levels of approval (based on DC's Delegated Authority Matrix) to occur during pre-authorization, expense report approval, and during payment processing.

Are you able to comply with this requirement?

Yes No

14. The EMS must have detailed reporting capabilities (i.e. by user/approver ID, expense type, location, currency, date, etc.).

Are you able to comply with this requirement?

Yes No

- 15.** DC must have the ability to customize EMS data entry fields and templates to determine what questions/criteria are mandatory or optional for each report, form or claim.

Are you able to comply with this requirement?

Yes No

- 16.** The EMS must have the ability to pull data spanning across multiple years (i.e. all claims and supporting documents reviewed and approved for Traveller X from 2017 – 2020), for both active and inactive (terminated) employees.

Are you able to comply with this requirement?

Yes No

- 17.** The EMS must have the ability to maintain different tax rates for multiple countries (i.e. blended rates).

Are you able to comply with this requirement?

Yes No

- 18.** The EMS must have the capability for DC to upload travel plans on an annual basis and compare budget to actuals.

Are you able to comply with this requirement?

Yes No

- 19.** The EMS must have the ability to perform a mass extraction of data in a readable format such as Excel, PDF, Word, jpg, etc.

Are you able to comply with this requirement?

Yes No

- 20.** Periodic software updates must be performed automatically by the system vendor.

Are you able to comply with this requirement?

Yes No

- 21.** The EMS must have pre-set dashboards and reports that will enable DC to review compliance and Travel Hospitality Conference and Event Expenditure (THCEE) spending trends.

Are you able to comply with this requirement?

Yes No

- 22.** The EMS must have the ability to provide access to the system for annual audits performed by the Office of the Auditor General (OAG) or other internal auditors.

Are you able to comply with this requirement?

Yes

No

- 23.** The EMS must have a user friendly application that can be used on a variety of devices (iPhone, iPad, Android, PCs, laptops and tablets) and can be supported using various browsers (Chrome, Firefox, Internet Explorer, etc.).

Are you able to comply with this requirement?

Yes

No

- 24.** The EMS must be cloud based and require no additional resources from DC's Data Centre to operate.

Are you able to comply with this requirement?

Yes

No

- 25.** The EMS must have the ability to upload individual or batches of PDFs or Images directly to the system from various file types (i.e. jpg, pdf, Word, Excel, etc.).

Are you able to comply with this requirement?

Yes

No

- 26.** The EMS must have the ability for DC to customize templates in the system and then attach these templates to expense reports as required evidence for approval of the expense report submitted.

Are you able to comply with this requirement?

Yes

No

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

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

E.1 Company Background and Overview – Section is worth 2%

E.1.1 Provide a brief history and overview of the company including the following items:

- (1) Date of Incorporation.
- (2) Company ownership structure (e.g. privately held, public, etc.).
- (3) Composition and competencies of the executive management team (i.e. org. chart).
- (4) The number and location of offices and employees.
- (5) The countries in which the company currently operates.
 - (a) If applicable, please list any specific challenges with operations in China.
- (6) Description of major implementations in the past 24 months with either a Canadian Crown Corporations or a similarly structured organization.
 - (a) Please note how many available staff have experience working with Canadian Crown Corporations or similar organizations.
- (7) The proportionate amount of income generated from your 5 largest customers (e.g. 50% total from 5 customers) accompanied by an estimate of total number of customers that you currently serve.
- (8) Copies of Financial Statements for the last three years, 2017, 2018, 2019.

Response must be limited to 1 page, Arial 12 font (excluding organizational chart and financial statements).

E.1.2 DC's anticipated timeline is to have a fully functional EMS system in place by September 30, 2020 including staff training. Provide a sample project-plan.

Response must be limited to 2 pages, Arial 12 font.

E.2 General System Capabilities - Section is worth 6%

E.2.1 Explain if the EMS has mobile application(s) (apps) for devices such as iPhone, iPad and Android and if the application(s) are available offline. Include a description of all offline capabilities; for example, explain how data capture functionality from your system can be used while on a plane.

Response must be limited to ½ a page, Arial 12 font.

E.2.2 List the language options that are available in the EMS. Indicate whether the languages available are OCR Readable, translatable, viewable or user interface available.

Response must be limited to 1 page, Arial 12 font.

E.2.3 List the types of uploads that are supported by the EMS (pdf, jpg, Excel, Word).

Response must be limited to ½ a page, Arial 12 font.

E.2.4 The EMS should have Robust Optical Character Recognition (OCR) technology available in English and French. Provide a brief overview of the capability and use of this technology in the EMS system, and a full list of all the languages the OCR technology can read.

Response must be limited to 1 page, Arial 12 font.

E.3 System Navigation and Organization - Section is worth 4%

- E.3.1 Describe the search process and explain what types of data users can search for within the system (by username, report type, claim #, keyword, office, location, date) and note whether or not there is the ability to segment search results by user ID.

Response must be limited to ½ a page, Arial 12 font.

- E.3.2 Explain the navigational ability of the system dashboard(s) and a list of the types of reports and information that are available for analysis through the dashboards.

Response must be limited to 1 page, Arial 12 font.

- E.3.3 Describe how the system can identify and organize expense reports by stage of completion or status (i.e. In progress, sent for approval, approved, sent for payment, sent back, denied), and whether or not the system is able to compile all reports that contain exceptions and organize this by user and approver ID.

Response must be limited to 1 page, Arial 12 font.

- E.3.4 Explain how DC will be able to input and make use of a Delegated Authority Matrix to ensure that expense reports are approved by the appropriate individuals. Include in your explanation whether there is a multi-level approach to the approval hierarchy and if this is customizable (by \$ value or threshold % of total claim amount).

Response must be limited to ½ a page, Arial 12 font.

- E.3.5 Describe what type(s) of notifications will be sent to users when upcoming travel is either required to be booked or when an expense report is either coming due or required to be approved. Please provide an example of a notification.

Response must be limited to ½ a page, Arial 12 font.

E.4 Customer Support and Training - Section is worth 2%

- E.4.1 Explain how your organization provides support and follows up with customers. Please include how you contact the customer (email, phone, and in-person), the availability of your support team (business days and hours) and the type of technical support that is offered with your system. Please attach your Service Level Agreement (SLA) to your answer document.

Response must be limited to 1 page, Arial 12 font (excluding the attached SLA).

- E.4.2 Explain your training offerings and list all languages that training is offered in. Provide a sample of your training plan.

Response must be limited to 2 pages, Arial 12 font.

- E.4.3 Explain the timeline of your typical production implementation process of the EMS. Please include the timeframe, involvement, resources and effort required from DC and your organization.

Response must be limited to 2 pages, Arial 12 font.

- E.4.4 Describe the process for the creation of user accounts and include the account activation process.

Response must be limited to ½ a page, Arial 12 font.

E.5 Product Information and Functionality - Section is worth 4%

- E.5.1 Provide details regarding the exit options you provide to customers in the event that they decide to move their service/data to a different service provider.

Response must be limited to 1 page, Arial 12 font.

- E.5.2 Explain how the EMS allows for multiple methods of entering expense reimbursement requests. Provide a summary of each method available.

Response must be limited to 1 page, Arial 12 font.

- E.5.3 Explain if the EMS will allow a delegated user to submit expenses on another users behalf. For example, can an Executive Assistant enter Vice-President's expenses? Explain the control process and provide details regarding how the system is able to determine which user submitted the report and which user compiled the report.

Response must be limited to 1 page, Arial 12 font.

- E.5.4 Explain how the EMS handles per diems and incidentals, include in your explanation how updates to these rates occur and how frequently. Will you perform the EMS per diem and incidental rate updates quarterly?

Response must be limited to ½ a page, Arial 12 font.

- E.5.5 Explain how the EMS supports travel advances. Describe the process for the travel advance request, how outstanding advances are tracked and the reconciliation process that occurs when the final expense reimbursement request is submitted.

Response must be limited to 1 page, Arial 12 font.

- E.5.6 Describe how the EMS submits Travel Advances for approval and tracks outstanding and issued travel advances to the trip date (i.e. aging schedule of outstanding travel advance by traveler name).

Response must be limited to 1 page, Arial 12 font.

- E.5.7 Explain how the EMS supports multiple currencies on data capture and payment. Describe the functionality and how currency exchange rates are updated in the EMS.

Response must be limited to 1 page, Arial 12 font.

- E.5.8 Describe how the EMS tracks personal vehicle use reimbursements to prevent duplicate submissions. Outline the controls in place to measure the efficiency of driving routes. Please include a description of how the EMS measures the efficiency of driving routes.

Response must be limited to 1 page, Arial 12 font.

- E.5.9 Explain how the EMS compares estimated expenses to actual expenses and reports on overall spend to budget (budget to actual comparisons).

Response must be limited to 1 page, Arial 12 font.

- E.5.10 Explain if the EMS has the ability to integrate a calendar from an employee's email account to help capture meal attendee data (via itinerary saved) during conferences.

Response must be limited to ½ a page, Arial 12 font.

- E.5.11 Explain how the EMS determines what qualifies as an allowable business expense versus a personal expense. This is in relation to employees requesting to add personal components to their business travel.

Response must be limited to ½ a page, Arial 12 font.

E.6 Integration - Section is worth 6%

- E.6.1 Explain how the EMS integrates with third party applications for obtaining and viewing receipts. For example, if a DC Traveler uses the "Uber" app to book a ride, can the "Uber" application integrate with the Expense Management System to push the relevant information through so that the user is not required to upload the information independently?

Response must be limited to 1 page, Arial 12 font.

- E.6.2 Describe how the EMS integrates with Travel Management Software and SAP ByDesign? Please provide examples of previous success with similar integrations.

Response must be limited to 3 pages, Arial 12 font.

- E.6.3 Once expense request submissions are approved, describe how a group of submissions can be sent to DC's accounts payable system in SAP ByDesign. Describe the data validation process that ensures the exchange is error free.

Response must be limited to 1 page, Arial 12 font.

- E.6.4 Explain how the EMS provides individual expense types mapped to general ledger accounts. Describe the configuration setup.

Response must be limited to ½ a page, Arial 12 font.

- E.6.5 Explain if the EMS integrates with various credit card providers. Please list the providers where integration is available.

Response must be limited to ½ a page, Arial 12 font.

- E.6.6 Explain if the EMS has an electronic invoice management application available as an add-on to the proposed integrated EMS. Include how the electronic invoice management system will be integrated with SAP ByDesign and the EMS. Provide an overview of your electronic invoice management system and related capabilities.

Response must be limited to 1 page, Arial 12 font.

E.7 Security and Privacy - Section is worth 4%

- E.7.1 Provide details on how your system will ensure data recovery/durability. Please indicate the countries where DC data will be stored.

Response must be limited to ½ a page, Arial 12 font.

- E.7.2 Explain whether the EMS is a public cloud system or an on premise cloud system.

Response must be limited to ½ a page, Arial 12 font.

- E.7.3 Provide details on what information/data retention policies are available to DC when using the EMS and how these policies comply with Canadian Government standards. Indicate whether the system offers automated data deletion based on criteria chosen by DC and outline how data is backed up (i.e. frequency, storage location).

Response must be limited to 1 page, Arial 12 font.

- E.7.4 Explain how the EMS detects failed login/authentication attempts and potential misuse of valid credentials.

Response must be limited to ½ a page, Arial 12 font.

- E.7.5 Explain if a third party or Open Source software is used in the EMS. If so, please specify which third parties are involved and provide relevant details.

Response must be limited to 1 page, Arial 12 font.

- E.7.6 Describe how the EMS would segregate DC's data from other customer data.

Response must be limited to ½ a page, Arial 12 font.

- E.7.7 Explain how the EMS and its outputs can be audited.

Response must be limited to ½ a page, Arial 12 font.

E.8 Compliance - Section is worth 4%

- E.8.1 Describe how the EMS prevents duplicate submissions of the same expense. Explain how this function works and how to activate it.

Response must be limited to ½ a page, Arial 12 font.

- E.8.2 Describe how the EMS prevents expense reimbursement requests to be sent for approval when there is missing/inaccurate data (i.e. lack of payment proof) or when an expense reimbursement request does not comply with DC's policy.

Response must be limited to ½ a page, Arial 12 font.

- E.8.3 Explain the EMS capability to view the history of all warnings, exceptions and overrides that occur by individual expense report and in total by user.

Response must be limited to ½ a page, Arial 12 font.

- E.8.4 Outline how the EMS prevents a user from approving their own request.

Response must be limited to ½ a page, Arial 12 font.

- E.8.5 Explain how the EMS complies with Section C.8 Risks and Constraints. Include the full listing of countries where data is transmitted and held. Provide proof that the EMS complies

with the provisions of the Canadian Privacy Act²⁰ and the General Data Protection Regulation (GDPR)²¹.

Response must be limited to 1 page, Arial 12 font.

- E.8.6 Explain how the EMS can ensure that DC users are compliant with DC's Travel Hospitality Conferences Event and Expenditures (THCEE) Policy.

Response must be limited to 1 page, Arial 12 font.

E.9 Taxes - Section is worth 4%

- E.9.1 Describe the EMS's capability to track and update the Canadian Federal & Provincial Sales Taxes. Explain how the EMS detects when taxes are included or excluded from invoices/receipts. Please list the types of reports that can be provided.

Response must be limited to ½ a page, Arial 12 font.

- E.9.2 Describe how the EMS applies and/or calculates withholding taxes.

Response must be limited to ½ a page, Arial 12 font.

- E.9.3 Outline how the EMS supports multiple approvals for the different expense items contained within one claim submission. Can a user submit a claim for Travel and Hospitality in one report? Explain and include the impact on pricing.

Response must be limited to 1 page, Arial 12 font.

- E.9.4 Describe any specialized reporting capabilities that the EMS has for tracking taxable benefits and reporting on sales taxes.

Response must be limited to ½ a page, Arial 12 font.

- E.9.5 Describe how the EMS is able to update and maintain various tax rates for multiple countries (e.g. blended rates) and provide details concerning which country's tax rates are included and whether or not DC will be able to add in additional rates and countries.

Response must be limited to 1 page, Arial 12 font.

E.10 Output and Reporting - Section is worth 4%

- E.10.1 Explain how the EMS supplies approvers with access to supporting documents in digital format. Outline whether or not this feature is available for use on any associated mobile applications. Include a description of the approvals and submissions that can be made via the mobile application.

Response must be limited to ½ a page, Arial 12 font.

- E.10.2 Describe the "out of the box" reporting tools and dashboards that the EMS contains which are immediately available and if new reports can be generated via configuration by DC staff or your staff.

²⁰ <https://laws-lois.justice.gc.ca/ENG/ACTS/P-21/index.html>

²¹ <https://www.tradecommissioner.gc.ca/tcs-sdc/gdpr-eu-rgpd.aspx?lang=eng>

Response must be limited to 1 page, Arial 12 font.

- E.10.3 Explain the ad-hoc querying ability, report drill down and dashboards capabilities that the EMS provides.

Response must be limited to 1 page, Arial 12 font.

- E.10.4 Describe the analytic functionality of the EMS. Include a description of how the EMS is able to suggest areas to investigate or improve to align with DC defined best practices.

Response must be limited to 1 page, Arial 12 font.

SECTION F – PRESENTATION / DEMONSTRATION REQUIREMENTS

F.1 Presentations / Demonstrations Requirements

DC will require proponents, who have made the Shortlist, to give a presentation/demonstration of their capabilities to deliver the services described in Section C – Statement of Work. Further details will be communicated to those proponents invited to participate in this section.

Proponents invited to the presentation will be provided with the detailed brief and will be expected to demonstrate the following:

- a. Introduce account representative(s).
- b. Present their firms capabilities and expertise.
- c. Demonstrate that the mandatory and desirable criteria can be met as outlined in the submitted proposal.

Presentations/demonstrations will take place either via web conferencing or in Vancouver at DC Headquarters (dependent on proponent location and availability). Details will be further communicated.

All costs associated with the presentations/demonstrations will be the responsibility of the proponent.

SECTION G – PRICING

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

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

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

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

G.1 Proposed Pricing Detail

Please use the table below as a basic template. The items listed under ‘Services’ below are an example (not inclusive), please indicate all services that can be provided by your company and are in line with DC’s program demands and required services as set out in Section C Scope of Work. Please also provide any pricing information that fluctuates dependant on the volume of requests processed.

All pricing detail must be provided in an Excel document.

Services	Setup Fees	Monthly Base Fee (based on a minimum of 30 expense reports per month)	Per Report Base Cost	Additional Per Report Cost Above Base	Minimum Base Amount of Expense Reports (monthly) ²²
Core Service Expense Processing					30
Electronic Invoice Management System Add On					30
Total Cost		<i>*Monthly Base Fee x 12 months x 7 years</i>			

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

Setup Fees: also called the initial implementation cost which includes a project to custom fit the integrated EMS to DC’s requirements and training of end users. Please include any fees associated with integrating the software with DC’s current SAPByDesign platform and Travel Management Software.

²² The minimum monthly basis was determined by considering the annual average number of expense reports submitted. Monthly submission amounts are subject to change dependent on organizational demands.

Monthly Base Fee: this is the minimum monthly cost of the service. Minimum base amount of Expense Reports processed X Base Cost per Report.

**Total Cost = (Monthly Fee x 12 months x 7 years).*

Per Report Base Cost: preferred pricing as part of the minimum spend per expense report.

Additional Per Report Cost Above Base: pricing per report above the minimum report spend.

Minimum Base Amount of Expense Reports: base amount of expenses reports per month.

G.2 Payment Discounts

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

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

G.3 Pricing Strategies

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

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

SECTION H – NRFP PROCESS AND TERMS

H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit (*)	April 8, 2020, 14:00 hours PT
Deadline for Questions	March 23, 2020, 9:00 hours PT
Closing Date and Time	April 15, 2020, 14:00 hours PT
Presentations of Shortlisted Proponents	Week of May 13, 2020
Notification: DC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	Week of July 13, 2020
Timeframe for Negotiations	10 days following notification by DC

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

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

H.2 Interpretation of the NRFP

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

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

H.3 Inquiries and Communication

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

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

H.4 Accuracy of Information

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

H.5 Amendments

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

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

H.6 Modification and Withdrawal

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

H.7 Period of Validity

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

H.8 Proposal Expenses

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

H.9 Language

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

H.10 Negotiations

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

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

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

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

H.11 Contract Award

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

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

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

H.12 Debriefing

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

H.13 Material Circumstances

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

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

H.14 Proponents Not to Promote Their Interest

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

H.15 Confidentiality

DC recognizes the proprietary nature of information that may be contained in response to this NRFP. Proponents must clearly mark and identify those areas of their proposals which contain confidential information. DC will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this NRFP or as may be required by law, including but not limited to the *Access to Information Act*²³ and the *Privacy Act*²⁴.

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

²³ <https://laws-lois.justice.gc.ca/eng/acts/a-1/page-1.html>

²⁴ <https://laws-lois.justice.gc.ca/ENG/ACTS/P-21/index.html>

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

H.18 Law

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

H.19 Indemnities

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

H.20 Rights of Destination Canada

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

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

SECTION I – LIST OF APPENDICES

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

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM

1) PROPONENT INFORMATION

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

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

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

Reference #1:

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

Reference #2:

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

Reference #3:

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

2) PROPONENT ACKNOWLEDGEMENT

The proponent agrees that the information provided in their proposal is accurate and declares that he/she is a duly authorized signing authority with the capacity to commit his/her firm/company to the provisions contained herein. By signing below, the proponent specifically acknowledges that it has read, understood and agrees to the terms of this NRFP.

Executed this _____ day of _____, 2020

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MATERIAL CIRCUMSTANCE:

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

Check ONE:

No, there are no Material Circumstances to disclose;

OR

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

APPENDIX 3: AMENDMENTS

Please confirm that any amendments or addenda to this NRFP issued have been read and included in proponent response. List the amendments and/or addenda included in the response (if applicable).

Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum No.:	Dated:	# of Pages:

APPENDIX 4: DECLARATION OF SUB-CONTRACTORS

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

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

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

The goods and or services in this proposal will be provided solely by the company named in Appendix 1 – Proponent Information and Acknowledgement.

Sub-contractors will be used to provide the goods and/ or services described in this proposal.

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

Name:

Contact Person:

Title:

Phone Number:

E-mail Address:

Address:

City:

Province:

Postal Code:

Description of services provided:

% of services the Sub-Contractor will be providing: _____%

APPENDIX 5: GENERAL CONTRACT TERMS

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

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



Canadian Tourism
Commission

Commission canadienne
du tourisme

Records Management Policy

Effective date: January 29, 2009

Last Date Modified: December 11, 2013

Purpose

This policy establishes the Canadian Tourism Commission (CTC) Records Management (RM) Program.

Application

This policy applies to all CTC records, staff, and business units.

The established RM program includes paper records, electronic records, and all types of information that qualify the definition of record specified in this policy.

Definition

With respect to this policy,

Records are documents or files created, received, and maintained by CTC or its staff for business purposes, legal obligations, or both, regardless of medium or format. For a complete list of CTC records relevant to this policy refer to Appendix A: *CTC_Record Classification.xls*

Records Management is the field of management that is based on archival theories and professional best practices and exercises. It defines the lifecycle of records for the purpose of sustaining competitiveness, ensuring legal compliance, and benefiting future generations.

Retention Period is the period of time information resources are kept before they can be legally disposed. This period is counted from the final action performed on or with the record, and usually identified in years. For example, supplier invoice dated May 2, 2013 with a seven year retention period will be destroyed on December 31, 2020.

Staff includes employees and management personnel.

Approved by the Audit Committee of the Board of Directors on: May 22, 2014

Function

The RM program

Establishes and maintains RM policies, procedures, and tools.

Ensures the implementation of RM policies, procedures, and tools.

Manages the CTC's record keeping system, which includes components such as record classification, record retention, and record archiving.

Component and Responsibility

The RM responsibilities are shared among the following program components:

- Vice-President, Finance and Chief Financial Officer, with responsibilities of
 - Promoting a culture that values records and their management
 - Ensuring the assignment of RM accountability an integral part of the CTC's organizational accountability framework
 - Allocating resources for the RM program's operation
 - Reviewing and approving retention and disposition schedules
- RM Lead, with responsibilities of
 - Developing and maintaining CTC-pertinent RM policies, procedures, and tools, including
 - A RM Handbook
 - A CTC-wide classification system
 - Retention schedules
 - Ensuring the application of established RM policies, procedures, and tools
 - Provide trainings on RM policies, procedures, and technologies
 - Informing management regarding changes and trends, both professionally and technologically, in the field of RM
 - Advising management in advancing the RM program
- Managers of all business units, with responsibilities of
 - Ensuring compliance of RM policies and procedures within the units
 - Assigning a RM liaison as the key point of contact for the RM program, and
- All staff, with responsibilities of applying RM policies and procedures for records under their control, with the understanding that such records are the property of the CTC.

Approved by the Audit Committee of the Board of Directors on: May 22, 2014

Monitoring

It is the responsibility of the Business Unit Managers to ensure compliance of RM policy and procedures in their units. RM Lead can initiate an RM review to ensure compliance.

References and Related Policies

- Library and Archives Canada Act 2004
- Financial Administration Act 1985
- Official Language Act 1985
- Access to Information Act 1985
- Privacy Act 1985
- Canada Evidence Act 1985
- Personal Information Protection and Electronic Documents Act – Part 2 Electronic Documents, 2000
- Access to Information Regulations, 1985.
- Privacy Regulations, 1985.
- Treasury Board Canada Secretariat. Policy on Access to Information, 2008.
- Treasury Board Canada Secretariat. Policy on Privacy Protection, 2008.
- ISO 15489:2001 Information and documentation – Records management.
- CAN/CGSB 72.34-2005. Canadian General Standards Board. Electronic Records as Documentary Evidence.
- ARMA (Association of Records Managers and Administrators). Records and Information Management Core Competencies, 2007.
- The Sedona Conference. The Sedona Canada Principles: Addressing Electronic Discovery, 2008.

Policy Evaluation

This Policy is subject to review and renewal.

Supporting Documents / Material:

Appendix A: CTC_Record Classification.xls – list of records as identified by CTC that qualify the definition of record as stated in this policy along with their respective retention period and archival method.

Appendix B: Business Unit representatives relevant to this policy.

Appendix C: Records Management Handbook.

Approved by the Audit Committee of the Board of Directors on: May 22, 2014