



Canadian Tourism  
Commission

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## Negotiated Request for Proposal

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| Name of Competition:   | Learning Management System and Services   |
| Competition Number:    | DC-2020-CD-08   |
| Closing Date and Time: | December 4, 2020, 14:00 Pacific Time (PT)   |
| Contracting Authority: | Christine Duguay<br>Procurement Advisor<br>604-638-8345<br><a href="mailto:procurement@destinationcanada.com">procurement@destinationcanada.com</a> |

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## SECTION A – INTRODUCTION

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The Canadian Tourism Commission, doing business as Destination Canada (DC), is Canada's national tourism organization and a Crown Corporation of the federal government. DC supports the Canadian tourism industry by:

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

Destination Canada is the country's tourism's thought-leader. We act as strategy integrators between our provincial or territorial marketing partners, government partners, and other sector members.

We seek to deliver and inspire ambitious, insightful and aligned content marketing and other economically advantageous actions across Canada's travel and tourism landscape. This is so that the businesses operating in Canada, their employees, and the communities they live in can enjoy long-term prosperity within a dynamic ecosystem where they are empowered to stay ahead of traveller expectations and succeed.

Our mission is anchored on industry-leading research, insight-driven marketing strategies and compelling traveller-centric storytelling, all delivered in collaboration with our industry and government partners. Our raw material is the natural and built environment, the peoples, the entrepreneurial spirit and cultures of Canada from coast to coast to coast and everywhere in between. We rely most directly on our employees and our partners for their energy, creativity and intellect. The world is our playing field. It is a competitive one and, by pulling together, can be richly rewarding for the country.

We believe in the transformative power of tourism and believe that Canada's diversity, its greatest asset, is what touches the hearts of travellers most deeply. To that end, we are committed to inclusive leadership within our workforce, workplace, and interactions with partners and travellers alike.

For further information, 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 the implementation of a Learning Management System (LMS) as part of Destination Canada's Canadian Specialist Program (CSP) as well as provide ongoing support for the continued development of the LMS.

The LMS will be utilized by DC to provide certified travel professionals around the world (known as Canadian Specialists), valuable information on the Canadian travel market that will enable them to better sell Canadian experiences to their customers.

A summary of the key requirements of an LMS are:

- An online, mobile first, self-guided learning platform.
- Ability for learners to sign-up and enter the learning platform in a self-guided manner.
- Support for learning content skewed heavily towards video content.
- An interface that supports the languages for DC's eleven key markets of Canada, China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom and the United States, which includes English, Mandarin, Hindi, Japanese, Spanish, Korean, French, and German.
- A modern easy-to-use learning experience that includes best practice features such as:
  - Estimated time to complete for each lesson

- Filters
- Tags
- Ability to tag lessons with arbitrary tags, and for users to filter based on those tags, including content type as well as market focus and/or language.
- An administration platform that allows DC to upload, edit, and organize the lesson material easily and with minimal training.
- A reporting system that can be used to easily generate key data on learning including:
  - Number of people completing within a time period, grouped by market/language.
  - Listing of people who have not progressed within a time period on their learning.
  - Average progress of learners, through any given piece of learning content.
  - Other common training reports that will help DC continue to engage and measure the effectiveness of the LMS and content.
- Ability to assign a learner a tier, and the ability to filter lesson content based on the learner's 'tier'.

DC is looking for a single Proponent who can provide all of the following tasks:

1. Approach, plan and schedule for implementation;
2. LMS creation and upload of initial training material onto the platform;
3. Professional services, including training for DC staff who will be administrating the platform, during each stage of implementation;
4. Professional services post-implementation, including ongoing support, maintenance and training.

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

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

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

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

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

## **A.2 Contract Term**

DC anticipates entering into negotiations with the selected proponent(s) for up to a five (5) year period, with an option to extend on an annual basis by DC for a total period not to exceed another five (5) years, at DC's sole discretion. DC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

## **SECTION B – NRFP EVALUATION CRITERIA AND INSTRUCTIONS**

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### **B.1 Mandatory Criteria Evaluation**

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

### **B.2 Desirable Criteria Evaluation**

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

All decisions on the degree to which proposals and 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) 50%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of the 50% or higher (the “Threshold”) will be evaluated further based upon, but not limited to Proposed Pricing, Presentations/Demonstrations.

B.2.2 Proposed Pricing (Section F) 35%

Following evaluation of Proposed Pricing, 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 Presentations/Demonstrations.

B.2.3 Presentations/Demonstrations (Section G) 15%

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, December 4, 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 shall become the property of DC. The time stamp of DC's email system shall be the official time for receipt of the proposal.

### B.3.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT, November 13, 2020**. Questions submitted after this date and time may not be responded to.

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

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

### B.3.3 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via e-mail to the Contracting Authority by 14:00 hours PT, November 30, 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](mailto:procurement@destinationcanada.com) and should reference "**NRFP DC-2020-CD-08-Learning Management System and Services - 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 F – 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 deemed proper and/or necessary.

## **SECTION C – STATEMENT OF WORK**

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### **C.1 Background**

The Canadian Tourism Commission (CTC), 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 11 key geographic markets: Canada, China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom and the United States.

As part of DC's work to promote Canada to the world, we are updating an existing program that helps train travel trade professionals around the world about Canada and to support their learning, marketing, and selling of Canadian experiences to their customers. This program is called the Canadian Specialists Program (CSP).

The current CSP program has roughly 15,000 certified specialists registered.

### **C.2 Objective**

DC's objective is to acquire an integrated cloud-based Learning Management System that can support the needs of the CSP program now and into the future. The CSP program aims to provide travel trade specialists with engaging, brand-centric content in easy-to-consume formats with a heavy focus on video based learning material. Specialists will be learning based on formative learning practices rather than summative. The learning program is one (1) part of the system and must integrate with both an email marketing program and a website which will be hosting marketing and article content. These three systems must work together to support the Learn, Sell, and Market phases of a specialists journey and continue to be engaging beyond the initial learning phase through ongoing growth of learning material, regular email marketing, and incentives.

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

The Contractor will:

1. Provide a Learning Management System that meets the requirements defined in Section C.4 Learning Management System Requirements, and whose interface is customized to meet DC's Brand Canada requirements and that integrates with DC's larger CSP website and email marketing program.
2. Provide ongoing implementation support as the CSP program grows and changes. A DC CSP Project Authority, will push continued evolution of the content, features and functionality. DC expects the contractor to work as a partner in supporting such continued evolution.
3. Provide support for DC to request new features and functionality, to assess the complexity of those features, and to provide a framework for the implementation of those new features, or to recommend features of similar impact to the program that may be easier to implement within the contractors existing software capabilities.

### **C.4 Learning Management System Requirements**

#### C.4.1 Initial Release Functional Requirements

The following functional requirements are expected from the LMS solution and to be part of the initial release of the platform:

| <b>System</b>         |  |
|-----------------------|--|
| A                     | An online, mobile first website, self-guided learning platform.  |
| B                     | Ability to integrate the learning platform with DC's CSP website that will be built in Drupal.   |
| C                     | Function as a formative learning experience. Formative learning experiences could include:<br>a) Mid-lesson quizzes<br>b) Interactive Elements<br>c) Games   |
| D                     | Ability to function with common mobile browsers and/or devices available in all of DC's target markets. Must support Chrome and Edge, on PC and Mac based devices.   |
| E                     | Ability to support video learning content in addition to text and images. (jpg, pdf, gif, mov, etc.)   |
| <b>Administration</b> |  |
| F                     | An administration platform that allows DC to manage & publish lesson material easily and with minimal training.<br>a) Multiple levels of administrative rights from content contributor, to editor and publisher.<br>b) Administration system in English |
| G                     | Administration features that allow management of learners within the system including the ability to edit their account information, reset passwords, and adjust the courses they've completed.  |
| H                     | Administration features that allows bulk management of users based on account information such as last login / access to the system.   |
| <b>Security</b>       |  |
| I                     | Store data in Canada, UK, or EU (preferred)  |
| J                     | A SOC1 and/or SOC2 Audit Report, must be provided to the DC annually at no charge.   |
| <b>User Interface</b> |  |
| K                     | Ability for learners to sign-up and enter the learning platform in a self-guided manner.   |
| L                     | Ability for users to self-identify their country during registration which will determine the learning materials available to them and the language the site will display.   |
| M                     | Internationalization for the learner facing learning site for the primary languages for DC's eleven key markets which includes English, Mandarin, Hindi, Japanese, Spanish, Korean, French, and German.  |
| N                     | A modern easy-to-use learning experience that includes best practice features such as:<br>a) Displaying to learners, the estimated time to complete a lesson prior to starting a lesson.<br>b) Clean intuitive user interface.                           |
| O                     | Automated password reset process for forgotten passwords that does not require Information Technology (IT) intervention.   |
| <b>Reporting</b>      |  |
| P                     | Ability to generate reports with key data including, but not limited to:   |

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>a) Number of people completing the learning modules within a specified time period, grouped by market/language.</li> <li>b) Listing of people who have not progressed within a specified time period on their learning.</li> <li>c) Average progress of learners, through any given piece of learning content.</li> <li>d) Other common learning reports that will help DC continue to engage and measure the effectiveness of the learning system and content.</li> </ul> |
|--|---|

#### C.4.2 Future Release Functional Requirements

The following features are desired after the initial release, to be rolled out along with future upgrades to the CSP program.

| <b>Integration</b> |   |
|--------------------|---|
| A                  | <p>Ability to integrate with other components of the platform including:</p> <ul style="list-style-type: none"> <li>a) Single sign on – the ability to share a logged in state with a larger website that contains the LMS experience.</li> <li>b) Email triggers/automation – the ability to trigger emails to be sent to learners either directly or via the email program that can remind them to continue learning.</li> <li>c) Data integration – the ability to programmatically pull bulk usage data out of the LMS via an API call for use in other systems. Example: a webservice call that can return the number of Germany learners that completed a certain set of learning material within a certain timeframe.</li> </ul>   |
| B                  | <p>Ability to programmatically retrieve information about a logged in user via an API call, within the single sign-on framework, including their usage data, learning levels, or other LMS related data, for use on the main website.</p>   |
| <b>System</b>      |   |
| C                  | <p>Ability for users to like and/or rate lesson material and have those rating summarized for both administrators and end users.</p>  |
| D                  | <p>Ability for learners to share lesson material links via social platforms.</p>  |
| E                  | <p>Gamification of the learning experience. DC would like to introduce Tiers of achievement in the future. The system should have the ability to assign a learner points, and a tier based on those points, and the ability to filter lesson content based on the learner's 'tier'.</p> <ul style="list-style-type: none"> <li>a) Ability for learners' progress in learning material to help contribute to their tier.</li> <li>b) Ability for an administrator to manually award points to a learner for off-platform activity that contributes towards their tier.</li> <li>c) Administration system that allows an administrator to manage and control learner tiering and points.</li> <li>d) Ability for points and/or tiers to have some time-based rules configured. For example, if they do not engage in the system for one (1) year, their tier is reduced.</li> </ul> |
| F                  | <p>A content library that can be used to organize and share content outside of the learning context.</p>  |

|                       |  |
|-----------------------|--|
| G                     | The ability to search for learning material using keywords, tags and filters.  |
| H                     | Potential to use this platform as a Corporate learning platform for other departments, in addition to the CSP program.                                   |
| <b>User Interface</b> |  |
| I                     | Invite to register functionality that allows a learner to send an email invite to a non-user to join the platform.                                       |
| <b>Administration</b> |  |
| J                     | Ability for learner's progress to be tracked and reported to both administration and to learner for engagement and measurement purposes.                 |
| K                     | Ability to bulk import users from another existing database.   |
| L                     | Ability to tag lessons with arbitrary tags, and for users to filter based on those tags, including content type as well as market focus and/or language. |

### C.4.3 Hosting Requirements

The following specifications are high-level hosting requirements:

|   |   |
|---|---|
| A | Hosting location: It is preferred that the data is stored in Canada, the United Kingdom, or the European Union with minimal data transfer between different countries.  |
| B | A cloud-based software-as-a-service (SaaS) solution is required.  |
| C | Redundancy for power to the hosting infrastructure.   |
| D | Redundancy for data access to the hosting infrastructure.   |
| E | Reliable and scalable network and server infrastructure able to handle 200 simultaneous sessions with out degradation of service. Minimum bandwidth of 3mbps with burstable service for additional bandwidth. |
| F | A minimum of 99.5% uptime.  |
| G | Page load response should be less than 2 seconds.   |

## C.5 Deliverables and Schedule

C.5.1 The Contractor will provide the following deliverables according to the schedule noted below:

| Months from Contract Execution | Milestone  |
|--------------------------------|--|
| Month 0                        | Contract Execution<br>*Project Plan from Contractor for initial delivery of an integrated LMS.   |
| Month 1 – 2                    | Implementation of the LMS, with all initial release features (see Section C.4) including Integration with DC's CSP website and CSP email management program.<br>Training of DC employees on administration of the learning platform. Upload of learning materials by contractor and support for user acceptance testing by DC. The contractor shall provide support during DC's acceptance testing of the platform, and provide bug fixes as required. |
| Month 3 - 6                    | Warranty of LMS implementation and integration with DC's CSP website and CSP   |

|              |   |
|--------------|---|
|              | email management program. During this period, any bugs or deficit in the system shall be repaired for no additional cost as part of the products warranty. Any additional features added post user acceptance testing (UAT) will not be covered by this warranty. |
| Month 3 – 36 | Ongoing support of LMS including assessment and planning for new features or content.   |

\*The project plan will be developed and shared with DC via Microsoft Project or similar Project Management software tool. The project plan should show all significant milestones from the start of the project to project completion and will explicitly point out any points where DC resources are required, including approval turn around times. DC’s expectation is that a two (2) week UAT period at the end implementation is included in the project plan.

C.5.2 The Contractor will provide weekly status reports that demonstrate the progress against the project plan, for the duration of the project.

**C.6 Approach and Methodology**

DC values partners that can work with them to help shape and define the solution, while working independently to complete the implementation. The Contractor should have a named Project Manager to help manage the Contractor’s team during implementation and to help manage the inflow of future requests. This person should be in addition to, or be, the Contractors Account Manager.

DC’s teams do not traditionally follow an Agile project methodology though is eager to incorporate concepts from modern software management into this program’s structure. This means iterative periods of improvement that include measuring the success of past iterations and building upon the product. A partner that can help DC follow and effectively execute the project following the Agile project methodology is preferred.

**C.7 Performance Standards and Quality Measurement**

User acceptance testing shall be performed by DC prior to the live launch of the LMS to ensure the requirements, performance, and the quality required is met.

Quality and performance will be measured against the service level agreement (SLA) as agreed upon by both parties during negotiations. Any performance issues that are identified 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.8 DC Responsibilities and Support**

DC will assign a Project Authority to:

- (a) Handle incoming and outgoing requests and correspondence.
- (b) Act as a vendor relationship manager with the Contractor’s Account Manager and ensure projects/tasks are completed on time, and within budget and as scope.
- (c) Provide all required content, design, and assets for branding and population of the LMS.
- (d) Provide the learning curriculum, video and written learning material.
- (e) Provide all translations of any material for each supported language.
- (f) Setup regular status calls and project specific meetings/teleconferences, as needed.
- (g) Conduct annual vendor performance reviews to ensure that the Contractor is supplying the expected quality of the services.

## **C.9 Account Management and Contractor Responsibilities**

The Contractor will provide a key contact (Account Manager) who will manage the DC account. The Account Manager is required to ensure the continuity and consistent availability of its account management team and implementation team members assigned to DC, including maintaining applicable service levels.

The Account Manager is required to perform the following:

- (a) Attend meetings through teleconference, or in person at DC's headquarters office in Vancouver, British Columbia, or where DC requires.
- (b) Assign a Project Manager, this could be the same person as the Account Manager.
- (c) Coordinate all activities.
- (d) Have the technical experience and knowledge to complete and enhance the work and resolve issues expediently.
- (e) Have the authority to escalate any issues without delay.
- (f) Respond to all support inquiries within one (1) business day.
- (g) Deliver all items, services, and features of the LMS as stated in Section C- Statement of Work.
- (h) Be available during DC's business hours from 9:00 AM to 5:00 PM Pacific Time.

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

The following constraints apply:

- The Contractor will be responsible for ensuring the initial release of the system by April 26, 2021.
- The LMS must be a cloud-based software-as-a-service (SaaS) solution.
- Data storage in Canada, United Kingdom, or the European Union is preferred.
- The system must integrate with DC's CSP website that will be built on Drupal.
- The system must integrate with DC's email marketing platform, which is MailChimp.
- Participate with DC in a Privacy Impact Assessment during contract award.

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

The Contractor will:

1. Provide a weekly status report that indicates the progress made and budget used, along with any significant risks or project issues.
2. Attend weekly (or more frequently as determined between DC and the Contractor) meetings with DC's Project Authority and the Contractor's Project Manager to ensure regular updates occur.

## **C.12 Personnel Replacement**

The Contractor is required to advise DC's Project Authority two (2) weeks in advance of any change to the Account Manager or key personnel. If replacement is required, the Contractor is responsible for providing, in a timely manner, a replacement with equivalent or greater experience.

## SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

### D.1 Mandatory Criteria

D.1.1 The Proponent must have experience with implementing a Learning Management System within the last five (5) years.  
Are you able to comply with this requirement?

Yes

No

D.1.2 The Proponent will include their service level agreement (SLA) with their submitted proposal. This should include response times, resolution times per severity of issue and critical error escalation processes.  
Are you able to comply with this requirement?

Yes

No

D.1.3 The learner facing portion of the platform must support localization into English, Mandarin, Hindi, Japanese, Spanish, Korean, French, and German.  
Are you able to comply with this requirement?

Yes

No

D.1.4 The proposed learning management platform is a Cloud-based solution that does not require hosting or data storage in DC hosting facilities.  
Are you able to comply with this requirement?

Yes

No

D.1.5 The proponent must be able to provide DC with SOC1 and/or SOC2 type reports on an annual basis.  
Are you able to comply with this requirement?

Yes

No

## **SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE**

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

### **E.1 Relevant Experience and Capabilities**

#### **E.1.1 Company Overview**

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

- Company history, ownership, structure and office location(s).
- Number of employees.
- Composition and competencies of the executive management team (i.e. org. chart).
- Services and products offered including areas of specialization.
- Experience in the travel / tourism industry.
- Experience in servicing Canadian Crown corporations or a similarly structured organization in the past 24 months.
- Copies of Financial Statements for the last three years, 2017, 2018, 2019.
- Copies of applicable anti-fraud prevention policies or guidelines.

Maximum response length: 2 pages

Weighting: 20%

#### **E.1.2 Service Team**

Identify the account manager and any key personnel to be assigned to DC's account and include the following information:

- Resumes which include relevant experience, education, credentials, areas of expertise, and any relevant awards/industry recognition received.
- Structure of product support or implementation services team (size, responsibility of service representatives, availability, location).
- A sample project plan for the typical timeline to implement your learning platform.

Maximum response length: 750 words excluding resumes

Weighting: 30%

#### **E.1.3 Relevant Experience**

Provide a summary of your experience in providing similar software and implementation services as described in Section C – Statement of Work. Please include up to three (3) relevant case studies.

Maximum response length: 500 words, plus up to 2 pages per case study

Weighting: 30%

### **E.2 Business / Technical Requirements**

#### **E.2.1 Learning Management Platform Features**

Describe your learning management system. Include details on which features and functions from it provides "Out of the Box" vs what may require custom development. Describe which features require significant effort to configure and/or setup. In addition describe the:

- a) Administration system available for DC to manage the learning content.
- b) Reporting capabilities that are available to DC.

- c) Features and functionality from both the Initial Release and Future Release requirements that are available in the platform without significant additional development.
- d) Additional features your platform provides that are not part of our current requirements.
- e) API and development model for integration and adding additional capabilities.
- f) Training material and format for administrators of the LMS to learn and understand how to manage the platform and generate reporting.
- g) Examples of standard reports that the platform can produce.

Maximum response length: no maximum  
 Weighting: 60%

## E.2.2 Information Technology (IT) Infrastructure

Describe the IT infrastructure the Proponent will use to host the LMS. Include information on the:

- a) Please name the hosting environment provider, country the provider will be hosting the platform in, and relevant information about their services.
- b) Proponent's security strategy to minimize security risks.
- c) Bandwidth strategy to ensure a smooth flow of website traffic.
- d) Redundancy strategy to ensure that all data will be backed up and restored if and when necessary, and ensure if one of many data centres fail, visitors to the LMS will still be able to access the site.

Maximum response length: 2 pages  
 Weighting: 20%

## E.2.3 Licensing Model

Please describe the licensing model for the proposed learning management platform. Include details on options if you have flexibility in how the solution is licensed.

Maximum response length: 2 pages  
 Weighting: 10%

## E.2.4 Service Levels

Describe in detail your firm's plan to manage your resources and to provide quality service in a reasonable timeline. Please include your firm's Service Level Agreement for any hosted or supported platforms included in this proposal. This should include response times, resolution times per severity of issue and critical error and the escalation processes.

Describe the Service Desk Support hours, country the Service Desk is provided from and languages supported by your support team.

Maximum response length: 2 pages  
 Weighting: 20%

## E.2.5 Please describe each role, including title and description that the contractor can provide throughout the project and for future development.

Maximum response length: ½ page  
 Weighting: 10%

### E.3 Weighting Table for Reference

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

| <b>Desirable Criteria Question</b> | <b>Weighting</b> | <b>Example Score</b> | <b>Example Weighted Score</b> |
|------------------------------------|------------------|----------------------|-------------------------------|
| E.1.1                              | 20%              | 5/5                  | 5.56%                         |
| E.1.2                              | 30%              | 3/5                  | 5.00%                         |
| E.1.3                              | 30%              | 4/5                  | 6.67%                         |
| E.2.1                              | 60%              | 3/5                  | 10.00%                        |
| E.2.2                              | 20%              | 2/5                  | 2.22%                         |
| E.2.3                              | 10%              | 4/5                  | 2.22%                         |
| E.2.4                              | 20%              | 5/5                  | 5.56%                         |
| E.2.5                              | 10%              | 3/5                  | 1.67%                         |
| <b>Example Total</b>               | <b>180%</b>      |                      | <b>38.89%</b>                 |

## SECTION F – 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.

### F.1 Proposed Pricing Detail

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

If your solution has an annual licensing fee that varies based on number of users, please estimate an annual licensing fee over two (2) years as part of your proposal. For purposes of calculating an estimated licensing costs of any “per user” model, please assume the following information:

- a) 15,000 learners over two (2) years registering with the program.
- b) 2000 learners will be active each month. (though the 2000 individuals that are active each month will change from month to month.)
- c) Learner account numbers will never reduce, only grow.

In addition to fees described above, please provide the hourly rates for each of your resources as described C.3 of your response. Add rows as required.

Please provide your rate card for the services in Section C:

| Role Title | Role Description | Hourly Rate |
|------------|------------------|-------------|
|            |                  |             |
|            |                  |             |
|            |                  |             |
|            |                  |             |

### F.2 Payment Discounts

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

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

### F.3 Pricing Strategies

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

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

## **SECTION G – PRESENTATION / DEMONSTRATION REQUIREMENTS**

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### **G.1 Presentations / Demonstrations Requirements**

DC will require proponents, who have made the Shortlist, to give a video conference demonstration of their proposed solution.

Proponents may be expected to highlight the following:

- Demonstration of DC's desired functionality as outlined in Section C
- Proof of case studies of the proponents LMS being used to train travel professionals in the industry in a global context.

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

## SECTION H – NRFP PROCESS AND TERMS

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### H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

|   |   |
|---|---|
| Deadline for Questions  | November 13, 2020, 14:00 hours PT       |
| Intent to Submit (*)  | November 30, 2020, 14:00 hours PT       |
| <b>Closing Date and Time</b>                                    | <b>December 4, 2020, 14:00 hours PT</b> |
| Presentations of Shortlisted Proponents                         | week of January 4, 2021                 |
| DC will endeavour to notify all proponents of its selection by: | March 30, 2021                          |
| 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](http://www.buyandsell.gc.ca) for amendments to the NRFP that DC in its discretion may post prior to Closing Time. Such amendments may contain important information, including significant changes to this NRFP. Proponents are responsible for reviewing all amendments and confirm that all amendments issued have been read and included in the Proponent's response (see Appendix 3).

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

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

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

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

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

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

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

Proposals may be submitted in either French or English. 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* and the *Privacy Act*.

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

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

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

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

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

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

**H.18 Law**

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

**H.19 Indemnities**

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

**H.20 Rights of Destination Canada**

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

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

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

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| <b>APPENDIX</b> | <b>FILE NAME</b>                               |
|-----------------|--|
| 1               | Proponent Information and Acknowledgement Form |
| 2               | Material Circumstances Disclosure Form         |
| 3               | Amendments                                     |
| 4               | Declaration of Sub-Contractors                 |
| 5               | General Contract Terms                         |

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## APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM

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### 1) PROPONENT INFORMATION

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

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

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

#### Reference #1:

|                          |  |
|--------------------------|--|
| Client Organization:     |  |
| Contact Person:          |  |
| 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**

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### MATERIAL CIRCUMSTANCE:

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

Check ONE:

No, there are no Material Circumstances to disclose;

OR

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

**APPENDIX 3: AMENDMENTS**

---

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

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

## APPENDIX 4: DECLARATION OF SUB-CONTRACTORS

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

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

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

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

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

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

Name:

---

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**

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

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