



Canadian Tourism
Commission

Commission canadienne
du tourisme

Negotiated Request for Proposal

Name of Competition:	Travel Management Services
Competition Number:	DC-2021-AK-04
Closing Date and Time:	June 24, 2021 14:00 Pacific Time (PT)
Contracting Authority:	Annie Kao Procurement Advisor procurement@destinationcanada.com

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SECTION A – INTRODUCTION

At Destination Canada we believe in the power of tourism.

Our vision is to enhance the quality of life of Canadians and enrich the lives of visitors.

Our mission is to influence supply and build demand for the benefit of locals, communities and visitors through leading research, alignment with public and private sectors, and marketing Canada nationally and abroad. In collaboration with our partners, we promote Canada as a premier four-season leisure and business tourism destination around the country and world.

Destination Canada's approach focuses on markets where Canada's tourism brand leads and yields the highest return on investment. We use research to drive our evidence-based marketing in nine key geographic leisure source markets: Australia, Canada, China, France, Germany, Japan, Mexico, United Kingdom and the United States. In addition, our Business Events team leverage in-depth global market analysis to target international clusters aligned with Canada's priority economic sectors.

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

Destination Canada is a Crown corporation wholly owned by the Government of Canada and formed under the Canadian Tourism Commission Act.

For further information, 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 Travel Management Services. The proposed third party software associated to the Travel Management Services offered must protect data in accordance with: the Canadian Standards Association guidelines for Personal Data protection, The Personal Information Protection and Electronic Documents Act (PIPEDA), many other country specific laws and regulations, meet the Destination Canada's (DC's) Internal Records Management Policy, as described in Appendix 6, and other privacy and regulatory requirements. See Statement of Work (Section C) for detailed requirements.

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

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

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

In summary, this NRFP is issued solely for the purpose of obtaining proposals. Neither the issuance of this NRFP nor the submission of a proposal implies any obligation by DC to enter into any

agreement. The intent of this NRFP is to identify those vendors capable of meeting DC's requirements and with whom a final agreement may be negotiated.

A.2 Contract Term

DC anticipates entering into negotiations with the selected proponent(s) for up to a three (3) year period, with an option to extend on an annual basis by DC for a total period not to exceed another 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, June 24, 2021**.

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, June 8, 2021**. Questions submitted prior to this date will be responded to on or before **June 18, 2021**.

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, June 20, 2021**.

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-2021-AK-04-Travel Management 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 G – Proposed Pricing (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

Headquartered in Vancouver, Canada, Destination Canada (DC) also has offices located in Ottawa, Ontario, the United Kingdom (UK), Japan, and China. DC requires travel management services from a Contractor(s) that can provide high quality services for targeted DC markets.

DC has an existing contract with a Travel Management Company (TMC) which uses both live agents and an Online Booking Tool (OBT) to manage all of DC's travel needs for its employees, Board Members and certain business partners. DC has historic annual travel volumes of 500+ trips per year that are undertaken by the Canadian Team.

C.2 Objective

DC requires a Travel Management Company (TMC) to assist in the planning, booking, organization, scheduling and issue resolution of both domestic and international travel. The TMC should have an Online Booking Tool (OBT) platform which has the ability to integrate with DC's Expense Management Solution and a team of dedicated agents who will be able to learn, understand and follow DC's rigorous and federally mandated travel policies and guidelines.

The services of an experienced Travel Management Company (TMC) are required for the following markets:

- Japan
- UK
- China
- Canada

The selected Contractor will provide DC with travel related services that will enable DC employees, Board Members, and certain business partners (such as event planners) to book flights, accommodations and car rentals with an online booking tool and, when required, with the assistance of a live agent who can completely book full trip itineraries for both international and domestic travel.

C.3 Scope of Work

The Contractor will provide DC with Travel Management Services and an Online Booking Tool platform. The Travel Management Company will provide the following services:

- Service in both of Canada's official languages of English and French.
- 24 hour emergency and issue resolution services.
- Live booking/travel agents who have the ability to book both simple and complex (multi-stop) travel itineraries for both domestic and international travel.

The TMC should be able to perform the following services and functions:

General Administration	
1	Training and language support is offered in both French and English for all services.
2	Ability to access an Online Booking Tool (OBT) from a variety of devices (desktop PCs, laptop, tablets, cellphone) using various browsers (Chrome, Firefox, Safari, Internet Explorer).
3	Ability to book multi-segment & multi-purpose trips. The user is able to book flights, hotels and rental cars and have the information provided on one itinerary.

4	Experience servicing a Canadian Federal Crown Corporation.
5	Ability to follow DC specific Travel Policy, Guidelines and booking procedures.
Service Standards	
6	Ability to access TMC agents via phone or email with a standard response time of less than 12 hours.
7	Ability for the TMC to notify the user that their reservation has been secured within 30 minutes of booking. Confirmation of itinerary via email is considered acceptable.
8	Ability to expedite urgent travel requests and to provide a 24/7 emergency service line where live agents can be reached to assist with issue resolution.
9	Ability to use DC's travelers profiles to ensure that their preferences and needs are met.
10	Ability to provide Service Level Agreement (SLA) upon request by DC.
11	A reservation desk process for emergency or urgent requests which require same day itinerary changes and escalations.
12	A guaranteed reservation desk maximum response time of 1 business day for travel bookings and itinerary changes. An average response time of 4 hours for regular requests and 30 minutes for urgent requests is expected.
Online Booking Tool (OBT)	
13	An OBT that can integrate with DC's Expense Management System – Chrome River Mercury.
14	Ability to integrate with credit card providers and allow the usage of multiple credit cards for one booking.
15	An OBT that has a mobile application that can be downloaded to a variety of different devices (e.g. iPhone, iPad, Android, Tablet, PC, Laptop) and updates in real-time with access to a secure internet connection.
16	Ability to generate “stops and warnings” that will alert the user when there is an attempt to book outside-of-policy travel.
17	User interface available in French & English and a system which complies with Canada's Official Languages Act ¹ .
18	Technology for the OBT is cloud based & requires no additional resources from DC's Data Centre.
19	OBT provides user with choices that are most preferred first (e.g. lowest cost, non-stop flights, etc.)
20	Provide the option to customize fields and for DC to determine which information is required or optional for users to provide.
21	Ability to search and store multiple booking options to generate the most efficient and cost effective trip before final selection (e.g. ability to compare multiple trip itineraries before final selection is made and the trip is booked).
22	Ability to store traveler-specific information (preferred seats, airfare class allowance, loyalty program information, etc.) in a traveler profile that is accessible by both the traveler, DC Administrators and all dedicated TMC agents who will be assisting DC with travel arrangements.
Customer Support and Training	
23	Ability to provide a user guide for appropriate use of services and accompanying systems (Online Booking Tool).
24	Multiple reservation agents assigned to DC are familiar with DC's policies, procedures and guidelines.
25	Ability to service high-volume executive travelers with complex travel and scheduling needs who require frequent itinerary changes.

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

26	Ability to keep DC travelers and bookers apprised of changes to destination entry regulations, health/security advisories and application of relevant changes to booked itineraries being communicated and assisting affected travelers in-transit. Ability to assist DC in providing duty of care with up to date location, carrier & contact info in order to pinpoint, locate and communicate with travellers in an emergency.
Functionality	
27	Ability to categorize travel itineraries and users with a variety of tags (date booked, user, location, trip purpose, \$ amount).
28	TMC has the ability to obtain preferred rates for DC travelers with DC hotel and airline partners.
29	Ability to access Corporate and Government rates for hotels for both domestic and international travel.
30	Ability to filter hotels by price range and distance by location in alignment with DC's federally mandated city rate limits ² .
31	Ability to send out automated notifications to users when details of a trip itinerary change, when trip bookings are completed, or when additional information is required before a reservation can be finalized.
32	Ability to allow a delegated user access to book travel on another user's behalf by having controls in place.
33	Ability to integrate and push calendar data to an employee's e-mail or outlook calendar.
34	Accessibility to reports (comprised of DC travel/booking data).
35	Ability to search for and obtain documentation and evidence for trip itineraries (e.g. flight fare selected, location, trip duration, price paid, credits used, etc.)
36	Ability to provide conference and meeting planning services (for example, hotel block reservation, group travel reservation and venue cost comparison).
37	Application is available for access and use internationally, including China.
Governance	
38	Ability for users to read and agree to a set of terms and conditions of use – should be a prerequisite to any accessing the OBT or contacting the TMC agents to book travel.
39	Ability to capture, store and report when a user or approver provided permission or accepted/bypassed warnings.
40	Ability to store date/time when usage requests were granted or made including when exceptions are granted permissions by delegated authorities (via email or phone call to the TMC agents).
41	All trips booked are accurately recorded and itineraries are accessible to DC to verify trip expense information.
42	Mass extraction of data is possible in Excel format..
User Registration, Permission Management, Security and Privacy	
43	Ability for Administrator to create and manage users.
44	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.
45	Ability for DC Information Technology department to push through mandatory password updates/changes annually.
46	Ability to segregate DC's user's data from other customer's data.
47	Ability to have Single Sign On (SSO) or integration with DC's Network Accounts.
48	Ability to provide both internal auditors (3 rd party) and the Office of the Auditor General (OAG) with access to the data and records contained within the OBT.

² Refer to Appendix 7

49	Ability to provide multiple users access to an account (e.g. allow executive assistants to access traveler accounts to book trips and complete itineraries).
50	Ability to block user after too many failed login attempts.
51	Ability to fulfill and comply with regulatory requirements under the General Data Protection Regulation (GDPR) ³ .
52	Protect data in accordance with: the Canadian Standards Association guidelines for Personal Data protection, The Personal Information Protection and Electronic Documents Act (PIPEDA), and many other country specific laws and regulations. , meet the DC Internal Records Management Policy, as described in Appendix 6 and follow all security measures as outlined in the Government of Canada's Policy on Government Security ⁴ and its supporting Directive on Security Management ⁵ .

C.4 Deliverables and Schedule

The Contractor will:

- Provide a detailed implementation and conversion plan for DC's review and approval by October 2021.
- Implement/integrate the new OBT by January 2022.
- Provide training to DC as required before the 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:

- a) 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.
- b) Provide relevant travel, hospitality, events and expenditure policy and guideline information.
- c) Provide feedback for and approval of the project plan.
- d) Interface with the Contractor largely via the Contractor-supplied system, including the setup of regular status calls and project specific meetings/teleconferences, as needed.

³ <https://www.tradecommissioner.gc.ca/guides/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>

- e) Approve the test environment and provide requirements for the full roll-out of the TMC services and tools/systems/platforms.
- f) Test and approve the online booking tool setup.
- g) Work with the Contractor to integrate the OBТ platform and ensure the required information is being captured and is accessible.
- h) 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

- a) Providing fully functional travel services and an associated Online Booking Tool by January 1, 2022.
- b) Meeting the deadlines as set forth in Section C.4 of this NRFP

C.7.2 Configuration, Testing and Implementation

- a) The Contractor will fully customize and test the OBТ. The Contractor will be required to develop the full implementation and integration strategy.
- b) The Contractor should have experience implementing an OBТ 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 travel services and associated OBТ 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 travel services and accompanying OBТ 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 OBТ.
- b) The Contractor will work with DC to integrate the OBТ and ensure the required information is being captured and is accessible.
- c) The Contractor will be responsible for confirming that the travel services and OBТ 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, and Super-Users to ensure that DC has the capability to deliver appropriate 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 use the OBT or other travel services as necessary.

- 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 services offered and associated OBT.

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 to DC 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.7.6 Service Standards

The Contractor will provide Service Standards in compliance with the below table:

Service Standard Outline	
Description	Standard
Reservation Desk Live Agent Availability	5am-5pm Pacific time
Reservation Desk Information Request – Maximum Response Time	1 business day (within 5am - 5pm Pacific time)
Reservation Desk Information Request – Average Response Time	4 hours (within 5am - 5pm Pacific time)
Reservation Desk Urgent Request – Maximum Response Time	30 minutes (within 5am - 5pm Pacific time)
Toll Free Emergency Service Line	24 hours a day, 7 days a week

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 Act⁶ (Canada) and any other applicable Canadian privacy laws in the implementation of the system and in its handling of personal information of DC, its employees, its Board Members and certain business partners of DC in relation to the implementation.
- b) The Contractor will also fulfill and comply with regulatory requirements under the General Data Protection Regulation (“GDPR”)⁷ in relation to the processing and handling of personal data belonging to DC employees and workers based in the European Union (“EU”) or as GDPR may be applicable.
- c) The Contractor must store data, specifically personal information of DC, its employees, its Board Members and certain business partners of DC in the following location(s): within Canada, United Kingdom, European Union, Australia, New Zealand or the United States of America, 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 Security⁸ (July 2019) and its supporting Directive on Security Management⁹.
- d) The Contractor must be able to provide DC with SOC 2¹⁰ type 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 to co-ordinate 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 (e.g. 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.

⁶ <https://laws-lois.justice.gc.ca/ENG/ACTS/P-21/index.html>

⁷ <https://www.tradecommissioner.gc.ca/guides/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>

¹⁰ <https://www.cpacanada.ca/en/business-and-accounting-resources/audit-and-assurance/internal-control/publications/soc-2-guide>

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

C.11.1 Invoicing

- a) At the time of booking, the Contractor will be required to provide invoices to DC with details of the work performed and an invoice number.
- b) The Contractor will pay third party suppliers' invoices associated with executing the services. If applicable, the Contractor will then submit an invoice report to DC on a monthly basis that includes a summary of the work completed and associated back up document including copies of all receipts and invoices.

C.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. a) The proponent must give a detailed description of how it treats personal information of its clients. A copy of the proponent's privacy policy in effect at the time of this NRFP must be submitted to DC for consideration.

Are you able to comply with this requirement?

Yes

No

- b) The proponent must store and maintain data (specifically, personal information as it relates to DC, its employees, its Board Members and its certain business partners) within the following location(s):

-Canada;

-European Union;

-United Kingdom;

-Australia, New Zealand; and/or

-the United States of America.

Are you able to comply with this requirement?

Yes

No

2. The Travel Services and Online Booking Tool (OBT) must comply with Canada's Privacy Act¹¹ and the requirements as listed under the General Data Protection Regulation ("GDPR")¹². Additionally the proponent must comply with the security requirements set out in the Government of Canada's Policy on Government Security¹³ and its Supporting Directive on Security Management¹⁴.

Are you able to comply with this requirement?

Yes

No

3. The Travel Management Company (TMC) and Online Booking Tool (OBT) must have a user interface available in French & English, and the system must comply with Canada's Official Languages Act¹⁵.

Are you able to comply with this requirement?

Yes

No

¹¹ <https://laws-lois.justice.gc.ca/ENG/ACTS/P-21/index.html>

¹² <https://www.tradecommissioner.gc.ca/guides/gdpr-eu-rgpd.aspx?lang=eng>

¹³ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

¹⁴ <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32611>

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

4. The proponent must have an Online Booking Tool (OBT) that has the ability to integrate with DC's Expense Management Solution – Chrome River Mercury.

Are you able to comply with this requirement?

Yes No

5. The Online Booking Tool must have a user friendly application that can be used on a variety of devices (iPhone, iPad, Android, PCs, laptops and tablets) and that can be supported using various browsers (e.g. Chrome, Firefox, Internet Explorer, Safari, etc.)

Are you able to comply with this requirement?

Yes No

6. The proponent must provide technical support for the configuration of DC Policy and Guidelines within the Online Booking Tool (OBT) and any technical issues arising from that customization as required.

Are you able to comply with this requirement?

Yes No

7. The proponent must have live agents that are able to complete the booking process for DC users in accordance with DC Travel Policy. This includes assisting the DC user by providing flight options, booking hotels, booking seat preferences, assisting with using pre-existing DC travel credits, issue resolution and all other travel booking related tasks.

Are you able to comply with this requirement?

Yes No

8. The proponent must have a dedicated Account Manager. The proponent must have a designated back-up or Secondary Account Manager in the scenario whereby the Primary Account Manager is unavailable.

Are you able to comply with this requirement?

Yes No

9. The proponent must provide toll-free live reservation agent services between the business hours of 5 AM Pacific Time and 5 PM Pacific Time (at a minimum). Agents should be able to respond within one business day maximum.

Are you able to comply with this requirement?

Yes No

10. The proponent must have the ability to provide emergency service to travelers. The Emergency Service Line must be available 24 hours a day, 7 days a week.

Are you able to comply with this requirement?

Yes No

11. The proponent must have the ability to maintain DC traveler profiles; to update these profiles and make reservations and bookings in accordance with the profile specifications and traveler preferences set forth within.

Are you able to comply with this requirement?

Yes No

12. The proponent must have the ability to retain DC and traveler specific information, preferences and policy/guidelines within the TMC database. The information must be accessible and known by all reservation agents who will be assisting DC with travel bookings.

Are you able to comply with this requirement?

Yes No

13. The proponent must be able to generate pre-set reports that will allow DC to review travel related booking expenses, location information and all related evidence/backup. The travel system used should allow for mass exports of data in Excel.

Are you able to comply with this requirement?

Yes No

14. The proponent must have the ability to provide both internal auditors and the Office of the Auditor General (OAG) with information requested.

Are you able to comply with this requirement?

Yes No

15. The proponent must provide DC with SOC 2 type II reports annually.

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

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

- a) Date of Incorporation.
- b) Company ownership structure (e.g. privately held, public, etc.)
- c) Composition and competencies of the executive management team (e.g. org. chart).
- d) The countries in which the company currently operates.
 - If applicable, please list any specific challenges with operations in China.
- e) The proportionate amount of income generated from your 5 largest customers (e.g. 50% total from 5 customers) accompanied by an estimate on total number of customers that you currently serve.
- f) Copies of Financial Statements for the last three years, 2018, 2019, 2020.
- g) Copies of applicable anti-fraud prevention policies or guidelines.
- h) Copies of diversity and inclusion policies or guidelines.

Response must be limited to 1 page, Arial 12 font (excluding organizational chart, financial statements, anti-fraud prevention and diversity and inclusion policies or guidelines).

Weighting: 2%

E.1.2 DC's anticipated timeline is to have a contract executed with the selected TMC by September 2021 and for travel services to commence in January 2022. Provide a sample project-plan outlining the possibility of completion for this timeline.

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

Weighting: 2%

E.1.3 Describe your dedicated Account Manager's communicate plan and how they will work with the DC Project Authority and main travel contact on a regular basis.

Response must be limited to 1/2 page, Arial 12 font.

Weighting: 1%

E.1.4 Please provide examples of experience that your TMC has with providing service to a Canadian Federal Crown Corporation or another similar sized entity that engages in similar levels of travel in the last 36 months.

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

Weighting: 2%

E.2 General Administration

E.2.1 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.

Weighting: 3%

E.2.2 Explain your ability to service international offices held by DC in Japan, UK and China, Please provide the following in your response:

- a) Examples of scenarios or accounts where your TMC has been able to manage a client that has multiple international office locations. Include a description of how the TMC coordinates and provides service to international office locations.
- b) A list of all languages that service is offered in, including the language options that are available for both the reservation agents and the OBT. Please indicate whether the languages offered are translatable, viewable or user interface available.
- c) A list of all countries and time zones that service is offered in as well as a description of the level of service offered by country should it differ from the level of service that is offered domestically in Canada.

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

Weighting: 5%

E.2.3 Explain how your organization provides support and follows up with customers. Please include the following:

- a) How customers are contacted (email, phone, text), the availability of your support team (business days and hours) and the type and extent of technical support that is offered with your OBT.
- b) Please demonstrate how you will assist DC in providing duty of care with up to date location, carrier & contact info in order to pinpoint, locate and communicate with travellers in an emergency.
- c) Include a copy of your Service Level Agreement (SLA)

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

Weighting: 4%

E.3 Service Standards

E.3.1 Describe how reservation agents will use DC traveler profiles to ensure that the traveler's preferences and needs are met. Please outline the information that will be kept in the traveler's profile, and how often this information will be updated and accessed by agents.

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

Weighting: 3%

E.3.2 Describe your escalation protocol for urgent travel requests. Include an overview of your agent response time, including emergency after hours service.

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

Weighting: 3%

E.3.3 Please describe how your organization can meet the SLA in section C.7.6. Describe the process by which information may be shared with other agents in cases where the initial agent may not able to complete the request within his/her scheduled shift. Include a

description of average time spent from initial reservation and planning to the confirmation of a travel itinerary.

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

Weighting: 5%

- E.3.4 Describe how reservation agents would be prompted to suggest applying frequent flyer points or e-upgrades when booking an itinerary.

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

Weighting: 2%

E.4 Online Booking Tool

- E.4.1 Explain how the OBT integrates with DC's Expense Management System- Chrome River Mercury. Please provide examples of previous success with similar integrations with Expense Management Systems and describe the available exit options if the integration does not function as initially depicted.

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

Weighting: 5%

- E.4.2 Explain if the OBT integrates with multiple credit card providers and whether or not multiple credit cards can be used for one booking. For example, all flights must be booked on a shared corporate credit card while all accommodation must be booked on a personal credit card. Provide a listing of all credit cards that are accepted by the OBT.

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

Weighting: 3%

- E.4.3 Describe the OBT's ability to compare and save multiple itineraries for one travel instance. For example, can a user compare the cost and duration of a trip in draft form against another itinerary, and then book the better option? Can the traveler compare this without having to restart the entire booking process?

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

Weighting: 4%

- E.4.4 Describe how & with what amount of lead time, you provide notification of any service interruption for the OBT. Please provide the average uptime for the OBT over the past 36 months.

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

Weighting: 3%

E.5 Customer Support and Training

- E.5.1 Explain your training offerings and whether it is offered in both official languages. Describe the format and delivery style of the training. Provide a sample of your training plan and indicate whether it is customizable.

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

Weighting: 3%

- E.5.2 Describe your company's experience in consistently providing quality service to high-volume executive travelers with complex travel and scheduling needs who require frequent itinerary changes.

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

Weighting: 3%

- E.5.3 Describe your company's ability to ensure multiple reservation agents are familiar with DC and traveler specific information, preferences and policy/guidelines. Explain how your reservation agents will familiarize themselves with DC specific Policy, Guidelines and authorization requirements.

Response must be limited to 1½ page, Arial 12 font.

Weighting: 4%

- E.5.4 Describe the ability of your TMC to keep DC travelers and bookers apprised of changes to destination entry regulations, health/security advisories. Explain how relevant changes would be applied to booked itineraries and what measures could be taken to communicate with and assist affected travelers in-transit.

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

Weighting: 3%

E.6 Functionality

- E.6.1 Explain the types of mobile application(s) (apps) available for your reservation system and/or OBT for devices such as iPhone, iPad and Android. Include a description of all actions that can be performed via a mobile device. Please provide a full listing of all available applications and describe if there are any limitations of operation by country.

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

Weighting: 2%

- E.6.2 Describe what type(s) of notifications will be sent to users in the following scenarios:

- a) When details of a trip itinerary change, such as when a flight is cancelled or delayed.
- b) When trip bookings are completed.
- c) When additional information is required before reservations can be finalized.

Please also provide examples of a notification that would be received by a user. (e.g. Phone, email, application push-notifications, etc.)

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

Weighting: 2%

- E.6.3 Explain if the TMC reservation agents or the OBT will allow a delegated user access to book travel on another user's behalf. For example, an Executive Assistant booking a Vice President (VP)'s trip to Ottawa, which includes flight and hotel reservations. Please provide the following in detail:

- a) Explain the control process and provide details regarding how the reservation agent or OBT will track which user is creating travel reservations and bookings.
- b) Explain how the OBT tracks which users are booking travel and creating itineraries for each account.
- c) Explain how the OBT will differentiate between an Executive Assistant booking travel for a VP's account versus when the VP books their own travel.

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

Weighting: 3%

- E.6.4 Explain if the OBT or reservation agent has the ability to integrate and push calendar data to an employee's email or outlook calendar.

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

Weighting: 1%

- E.6.5 Describe how your organization can assist DC with conference and meeting planning services (for example, hotel block reservations, group travel reservations and venue cost comparison).

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

Weighting: 2%

- E.6.6 Describe your organization's ability to provide reports. Please include the following:

- a) Provide examples of standard reports that are available to be sent to DC (comprised of DC travel/booking data) for research and reporting purposes.
- b) Describe your organization's ability to grant TMC system access for a DC staff member to create and run ad hoc reports to measure trip history including but not limited to: average trip costs, fare class, destination, exception to fare guidelines, etc. OR your organization's ability to design and run such reports for DC.

Weighting: 4%

- E.6.7 All flights at DC are charged to a central corporate credit card. Explain how your agents or your OBT would flag an agent or booker to prevent a flight from being charged to another credit card on the traveler's profile.

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

Weighting: 2%

E.7 Governance

- E.7.1 Outline how terms and conditions of use are presented to potential users of your services. Describe whether acceptance of the terms and conditions are a pre-requisite of OBT and reservation agent use.

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

Weighting: 3%

- E.7.2 Explain any relevant controls that are in place to ensure that DC bookings are only made after permission is obtained. If electronic pre-approval for travel is obtained in another system (e.g. Chrome River Mercury) explain how integration would prevent booking of a travel itinerary without that accompanying approval document.

Response must be limited to 1 ½ page, Arial 12 font.

Weighting: 4%

- E.7.3 Describe how the OBT can be customized to DC Policies and Guidelines. Please explain the following in detail:

- a) If there are system 'stops and warnings' in place that will alert the user when there is an attempt to book out of policy travel.
- b) A description of whether data entry fields are customizable to ensure that DC can capture all relevant information in the traveler profile and booking history logs.
- c) How your organization captures, stores and reports when users bypass system warnings and integrated DC Policy and Guidelines.

Response must be limited to 1½ page, Arial 12 font.

Weighting: 4%

E.8 User Registration, Permission Management, Security and Privacy

- E.8.1 Describe the process for the creation of user accounts and include a description of the account activation process:

- a) Explain if password requirements are customizable and whether or not DC can mandate required password updates and changes periodically throughout the year (e.g. DC can require that users create complex passwords of a certain length and character type and require that passwords be updated quarterly.).
- b) Explain if integration with a single sign-on tool (SSO) is possible.
- c) Explain how the OBT detects failed login/authentication attempts and potential misuse of valid credentials.

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

Weighting: 2%

- E.8.2 Explain if a third party or Open Source software is used in the OBT. If so, please specify which 3rd parties are involved and provide relevant details.

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

Weighting: 2%

- E.8.3 Describe how DC's user personal data would be segregated from other customer data.

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

Weighting: 2%

- E.8.4 Provide in detail where DC user data will be hosted. Explain how your organization will ensure that DC data is protected in accordance with: the Canadian Standards Association

guidelines for Personal Data protection, The Personal Information Protection and Electronic Documents Act (PIPEDA), and many other country specific laws and regulations.

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

Weighting: 4%

E.8.5 Provide details on what information/data retention policies are available to DC and how these policies comply with Canadian Government standards. Indicate whether your organization offers automated data deletion based on criteria chosen by DC and outline how data is backed up (e.g. frequency, storage location). Explain how your organization complies with the following regulatory requirements:

- a) The General Data Protection Regulation (GDPR).
- b) The DC Internal Records Management Policy requirements (refer to Appendix 6).
- c) The SOC 2 reporting requirements.

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

Weighting: 3%

E.9 Weighting Table for Reference

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

Desirable Criteria Question	Weighting	Example Score	Example Weighted Score
E.1.1	2%	5/5	2%
E.1.2	2%	3/5	1.2%
E.1.3	1%	4/5	0.8%
E.1.4	2%	4/5	1.6%
E.2.1	3%	3/5	1.8%
E.2.2	5%	2/5	2%
E.2.3	4%	4/5	3.2%
E.3.1	3%	3/5	1.8%
E.3.2	3%	5/5	3%
E.3.3	5%	2/5	2%
E.3.4	2%	4/5	1.6%
E.4.1	5%	3/5	3%
E.4.2	3%	1/5	0.6%
E.4.3	4%	2/5	1.6%

E.4.4	3%	3/5	1.8%
E.5.1	3%	2/5	1.2%
E.5.2	3%	5/5	3%
E.5.3	4%	4/5	3.2%
E.5.4	3%	3/5	1.8%
E.6.1	2%	3/5	1.2%
E.6.2	2%	5/5	2%
E.6.3	3%	3/5	1.8%
E.6.4	1%	4/5	0.8%
E.6.5	2%	5/5	2%
E.6.6	4%	1/5	0.8%
E.6.7	2%	4/5	1.6%
E.7.1	3%	2/5	1.2%
E.7.2	4%	3/5	2.4%
E.7.3	4%	3/5	2.4%
E.8.1	2%	2/5	0.8%
E.8.2	2%	4/5	1.6%
E.8.3	2%	3/5	1.2%
E.8.4	4%	3/5	2.4%
E.8.5	3%	3/5	1.8%
Example Total	100%		61.20%
A score of 60% or higher is required to advance to next stage or evaluation			

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

The Financial Proposal shall include a breakdown of the proposed pricing and shall submit their financial proposal in the following form. All pricing detail must be provided in an Excel document and should be quoted in **Canadian** dollars, excluding taxes.

Fees per itinerary

	Full Service (Agent)	Online Booking Tool (OBT)
Air Travel		
Within Canada		
Between Canada and the USA (originating in either of Canada or the USA)		
Within USA		
Between Canada and International (originating in either of Canada or International)		
Between USA and International (originating in either of USA or International)		
Rail Travel		
Within Canada		
Within USA		
International		

Hotel and Rental car reservations when part of an airline / rail reservation shall be included in the transaction fee.

Miscellaneous transaction fees: (exclusive of carrier's fees and penalties)

Itinerary changes after ticketing _____
 Adding hotel or car rentals after initial airline / rail ticketing _____
 Cancellation service fee _____
 Refund service fee _____

Non ticket-based fee and other service charges:

Emergency services _____
Conferences and meetings event assistance / coordination _____
Hotel and Rental car reservations not part of an airline / rail reservation _____
Describe any other fee that may apply _____

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 (*)	June 20, 2021, 14:00 hours PT
Deadline for Questions	June 8, 2021 14:00 hours PT
Closing Date and Time	June 24, 2021 14:00 hours PT
Presentations of Shortlisted Proponents	Week of August 5, 2021
DC will endeavor to notify all proponents of its selection by:	Week of September 7, 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 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

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
7	National Joint Council and DC Acceptable Rates

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 _____, 2021

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, including Canada's Privacy Act;
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.

APPENDIX 6: DC INTERNAL RECORDS MANAGEMENT POLICY



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

APPENDIX 7: NATIONAL JOINT COUNCIL RATES and DC ACCEPTABLE RATES

Accommodations booked by DC employees must comply with the [City Rate Limits](#) as published by Public Works and Government Services Canada (PWGSC). DC may set specific City Rate Limits for cities where the PWGSC City Rate Limits cannot be reasonably obtained. For following frequently travelled cities, DC reserves the right to determine acceptable accommodation rates.

Accommodation rates are updated annually by the National Joint Council and are posted to the following web links:

<https://rehelv-acrd.tpsgc-pwgsc.gc.ca/preface2019-eng.aspx#allcityratelimits> – All City Rate Limits

<https://rehelv-acrd.tpsgc-pwgsc.gc.ca/preface2019-eng.aspx#canadian> – Canada City Rate Limits

<https://rehelv-acrd.tpsgc-pwgsc.gc.ca/preface2019-eng.aspx#us> – US City Rate Limits

<https://rehelv-acrd.tpsgc-pwgsc.gc.ca/preface2019-eng.aspx#foreign> – Foreign City Rate Limits

Destination Canada employees are eligible to receive Government Accommodation rates. The Travel Management Company selected should ensure that they are able to secure Government rates for Destination Canada employees.

Destination Canada may engage in a partnership for corporate negotiated reduced rates with certain hotel chains. The selected Proponent should ensure that they are able to facilitate such partnerships and continue to obtain the discounted accommodation rates that are made available to Destination Canada employees and travelers.

The standard for DC hotel bookings is a single guest room, unless an upgrade has been provided at no additional cost.