

Negotiated Request for Proposal

Name of Competition:	Mobility Data Services
Competition Number:	DC-2024-JW-03
Closing Date and Time:	August 27, 2024 at 14:00 Pacific Time (PT)
Contracting Authority:	Jennie Wong Procurement Advisor 604-638-8317 procurement@destinationcanada.com

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SECTION A - INTRODUCTION

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

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

At Destination Canada we believe in the power of tourism.

Our aspiration is to enhance the wealth and wellbeing of Canadians and enrich the lives of visitors.

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

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

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

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

SECTION B - NRFP EVALUATION CRITERIA AND INSTRUCTIONS

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, Pricing and Presentation/Demonstration 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 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)

65%

Proposals will be evaluated based on meeting the desirable criteria. Proposals that achieve a score of 39% (which is 60% of the 65%) or higher will meet the "Threshold". Following evaluation of the desirable criteria, DC may limit further evaluation to a limited number of the top ranked proposals which met the Threshold.

Proposed Pricing (Section F) B.2.2

35%

Following evaluation of proposed pricing, DC may limit further evaluation to a limited number of the top ranked proposals (the "Shortlist")

> **TOTAL** 100%

B.3 Negotiations

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

B.4 Proposal Submission, Intentions, and Questions Instructions

B.4.1 **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, August 27, 2024.

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.4.4 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.4.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT, July 30, 2024**. 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.4.3 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via email to the Contracting Authority by **14:00 hours PT, August 22, 2024**.

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

B.4.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference "NRFP DC-2024_JW-03 Mobility Data 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 and e-mail of contact person
- Reference to the corresponding NRFP section(s) if applicable

There is a maximum of twenty-megabyte (20 MB) file size acceptance of any e-mail. Proponents should divide their responses into appropriately sized (smaller than 20 MB) numbered files. In the e-mail the proponent should provide the detail for each section and how many e-mails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Closing Time has passed.

B.5 NRFP Form of Response, Format and Depth

B.5.1 NRFP Form of Response

Proponents must respond to and include in their proposal:

- Appendix 1 Proponent Information and Acknowledgement Form
- Appendix 2 Material Circumstances Form
- Appendix 3 Amendments
- Appendix 4 Declaration of Sub-Contractor
- Section D Mandatory Criteria Questionnaire
- Section E Desirable Criteria Questionnaire

Section F - Pricing Proposal (Must be a separate file and not imbedded within your proposal)

B.5.2 NRFP Format and Depth

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

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

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

B.6 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.

C.1 Background

The Canadian Tourism Commission (CTC), operating as Destination Canada (DC) is Canada's national tourism marketing organization. As a federal Crown corporation, DC promotes 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, provinces and territories, DC works with the tourism sector to maintain competitiveness and position Canada as a destination for extraordinary personal experiences.

In 2024, DC launched <u>Canadian Tourism Data Collective (CTDC)</u>, a new, centralized national platform that serves to share tourism data and insights. The Data Collective is to forge a future where collaboration thrives among tourism stakeholders and enthusiasts, enabling easy access to data and the privileged insights to establish Canada as the desirable destination. Currently, a few robust data products have been released to support of industry collective intelligence, such as, <u>TourismScapes</u>, <u>Segmentation</u>.

To enhance DC's insights and analytics capabilities, DC requires modeled mobility data that will enable us to estimate visitor spending by the origin state in the USA and create visitation estimates in small areas. This data will address current gaps in DC originated data product - Lodging Aligned Spend Reporting (LASR), which cannot detail spend by US States and/or more granular geographic locations.

C.2 Objective

As part of DC's initiative to improve understanding of visitor spending patterns, DC is seeking mobility data that should achieve the following objectives:

- a) Modeled mobility data insights into visitor movements and origin states.
- b) Enhanced accuracy in estimating visitor spending at the city and regional levels.
- c) Enabled visitation estimates in smaller geographic areas.
- d) Correlation of travel intentions with actual behaviors.

The Data should:

- a) Modeled and incorporate a "tourism lens."
- Be at a geographic level that is sufficiently detailed to the country of origin, its provinces/territories and/or states.
- c) Be timely to accurately reflect current trends and consumer behaviors.
- d) Provide sufficient details to incorporate into DC's multiple data products e.g. Lodging Aligned Spend Reporting, TourismScapes, Segmentation, etc.

C.3 Scope of Work

The Contractor will provide mobility data to DC and the mobility data must fulfill the following requirements:

	(1) Mandatory Requirements	(2) Desirable Requirements
a) Data	i. Data should include information on share of nights	i. Ability to collect data from multiple sources, ensuring broad
Collection	by visitor origin, destination location, travel dates, stay of nights (duration of stay), and	coverage and better accuracy. ii. Additional variables include frequency of visits, visitor
	movement patterns.	demographics, mode of

			transportation (if available and reliable), or other recommendations.
b)	Data Geo- Granularity	 i. International: Data available from country of origin to destination province/territory, customized tourism regions in Canada. Data available from the US state of origin is required for the USA market. ii. Domestic: Data available from province/territory of origin to destination province/territory, customized tourism regions in Canada. 	 i. International: Data available from country of origin to destination municipalities, Forward Sortation Areas (FSAs) in Canada. Data available from the US state of origin is required for the USA market. ii. Domestic: Data available from province/territory of origin to destination municipalities, Forward Sortation Areas (FSAs) in Canada. iii. High-resolution data to enable precise location-based analysis and insights, i.e., movement into tourism attractions.
c)	Data Period- Granularity	 Monthly granularity to capture and analyze seasonal trends and patterns. 	 i. Weekly granularity to capture and analyze precise trends and patterns.
d)	Data Integration	 i. Compatibility with standard data formats (e.g., CSV, JSON) for easy data ingestion and processing. ii. Compatibility with Secure File Transfer Protocol delivery. 	 Support for API integration to allow real-time data access and updates.
e)	Data Refresh Schedule	 i. Monthly updates to ensure the most current and relevant data is available for analysis. ii. Data delivery within 15 days after the reference month. 	 i. Automated data refresh processes to minimize manual intervention and reduce latency. ii. Notifications for data refresh completions and any anomalies detected during the update process.
f)	Data Modelling	i. The data needs to be modeled to reflect the "tourism" movements, i.e., the vendor utilizes some statistical methods and/or machine learning algorithms to define a visitor as someone who has traveled 40KM or further from	i. The data needs to be modeled to align with at least one of below reference datasets, IPIL originated from Statistics Canada, Air ticketing data originated from a well-known data vendor (E.g., IATA).

			their home on an irregular basis.		
		ii.	The data is modeled to form a calculated metric of "Share of Nights", using visitor origin, duration of stay.		
	Data Quality Assurance	i. ii. iiv.	Completeness: percentage of data entries validated without errors > 98%. Consistency: regularly audit data for consistency. Sample Size: Request the vendor to report and maintain a consistent sample size each month for each destination and origin, as defined in the data granularity section. The vendor should propose a target fluctuation range for the sample size. Compliance: Ensure data handling complies with relevant privacy and security regulations, including Personal Information Protection and Electronic Documents Act (PIPEDA).	i. ii.	Anomaly Detection: Implement automated anomaly detection mechanisms to identify and flag unusual patterns or errors in the data. User Feedback: Incorporate feedback mechanisms for users to report data quality issues, ensuring continuous improvement. Cleansing: perform data cleansing procedures to remove duplicates, correct errors and handle missing values, left <2% data entries requiring cleansing by DC.
,	Technical Support	i. ii. iv.	Comprehensive technical support including initial setup, configuration, and ongoing maintenance. Dedicated support team available to respond to or address any issues within two (2) business days. Training sessions for DC staff to ensure effective use of mobility data and analytical tools. Detailed documentation and user guides to facilitate self-service and troubleshooting.	i. ii.	Quarterly technical service hours are desired. Continuous exploration and sharing in use cases are desired.
,	Data Sharing	i.	Grants to DC a non-exclusive, non-transferable license to use the modeled mobility data in furtherance of the DC strategic goals and to	i.	Approval to integrate mobility Data Derivatives into public-facing tool, TourismScapes which is DC's geographic modeling system.

combine the data with other DC and third-party information, data, reports and content to create Data Derivatives, of which the intellectual property rights are owned by DC.

ii. Agrees that DC intends to share Data Derivatives with its Partners to derive estimates on the visitor movements patterns to and throughout Canada.

ii. Ability to integrate mobility data with DC's segmentation system that classifies all travelers into seven (7) segments.

i) Terms

- <u>Data Derivatives:</u> refers to secondary outputs derived from the processing or analysis of primary data (modeled mobility data in this case). These include statistical summaries, predictive models, aggregated datasets, data visualizations, and analytics products, offering additional insights beyond the original data.
- ii. <u>DC's Partners:</u> means, provincial marketing organizations, destination marketing organizations, regional tourism organizations industry stakeholders, provincial and federal government and their agencies, private and public sector entities (and their employees and contractors on a need-to-know basis) who have signed a data sharing and/or research partnership agreement with DC, on confidentiality terms.

C.4 Account Management

DC values partners that can collaborate to define and implement a robust solution while working independently to integrate the data into our platform.

The Contractor should provide a dedicated key contact ("Account Manager" or "Customer Success Manager") to manage account, to coordinate and oversee project activities, to ensure smooth implementation as well as to provide ongoing support.

C.5 Deliverables and Schedule

It is expected that ingestion of the acquired data will begin in November 2024; including the following, but is not limited to: data modelling and quality assurance, ingestion connector setup, user training and onboarding orientation.

DC will work with the Contractor to come up with the list of data elements and determine monthly delivery schedule once the contract is awarded.

C.6 Performance Standards and Quality Measurement

DC is committed to maintaining high standards and ensuring that all critical services are delivered efficiently. Any performance issues must be promptly addressed by the Contractor and DC in a timely manner. If serious concerns arise, DC will work with the Contractor to implement a performance improvement plan.

C.7 DC Responsibilities and Support

DC will assign a Project Authority to be responsible for the following activities:

- Handle all clarification requests and correspondence.
- Provide relevant information and resource to facilitate work.
- Act as a vendor relationship with the Contractor's Account Manager or Customer Success Manager and to ensure training and customizations are completed on schedule.

C.8 Contractor Responsibilities

The Contractor will assign a key contact (Account Manager/ Customer Success Manager) to oversee DC's account and the following, but not limited to:

- Deliver the high-quality data as per delivery schedule.
- Ensure all services and features outlined in Section C.3 are delivered.
- Respond to support inquiries within two (2) business days.

C.9 **Security and Data Privacy Requirements**

- Mobility data must meet or exceed Canada's privacy and data security requirements. The Contractor must take into account and comply with the provisions of Canada's Privacy Act and any other applicable Canadian privacy laws and regulations in relation to the services related to this NRFP and in its handling of personal information.
- The Contractor will fulfill and comply with regulatory requirements under the General Data Protection Regulation (GDPR) in relation to the processing and handling of personal data belonging to DC employees and workers based in the European Union (EU).
- The Contractor will have data storage, both primary and backups, in Canada, US, the EU or the United Kingdom (UK).
- The data center for mobility data must be regularly audited by an independent auditor and the Contractor must be able to provide an annual SOC2 or equivalent report to DC.
- 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 Security and its supporting Directive on Security Management.
- All of DC's raw data, analyses, reports, and dashboards should be stored within DC's Google Cloud Analytics Platform; data connector, data processing pipeline should be built under the guidance from DC.
- Personal Information shall be interpreted as information about an identifiable individual that is recorded in any form, as defined in section 2(1) of the Personal Information Protection and Electronic Documents Act. S.C. 2000, c. 5.
- The Contractor may be required to participate in a Privacy and Impact Assessment with DC.

C.10 Reporting and Communication

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

C.11 Personnel Replacement

The Contractor must notify DC's Project Authority at least two (2) weeks in advance of any changes to the Account Manager/Customer Success Manager or key personnel. The Contractor must provide a replacement with equivalent or greater experience in a timely manner.

SECTION D - MANDATORY CRITERIA QUESTIONNAIRE

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

Manda	atory Criteria		
D.1.1		e information on share of night able to comply with this require	s by visitor origin, destination location, ement?
	Yes	☐ No	
D.1.2	i. International: customized to ii. Data availabl iii. Domestic: D	Data available from country of ourism regions in Canada. le from the US state of origin is	ce/territory of origin to destination
	☐ Yes	☐ No	
D.1.3	to comply with below i. Monthly gran ii. Monthly upda		
	☐ Yes	☐ No	
D.1.4		File Transfer Protocol or other	formats (e.g., CSV, JSON) and to be secure and automated ways. Are you
	☐ Yes	☐ No	
D.1.5	data with other DC a Derivatives (refer to C	and third-party information, date	C's strategic goals and to combine the ta reports and content to create Data OC owns the intellectual property rights.
	☐ Yes	☐ No	
D.1.6	This experience shows specific needs of but	uld reflect the ability to adapt sinesses and organizations a ng mobility data for the touris	ng mobility data for various industries. data modeling techniques to suit the cross different sectors. For example, m sector is an asset. Are you able to
	□Yes	□No	

D.1

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. Please use Arial 11 or another similar font.

E.1 Company Background and Overview

E.1.1 Company Background and Overview

Provide a brief overview of your organization including the following information:

- a. Company history, ownership, structure and office location(s) and the number of employees.
- b. Composition and competencies of the executive management team (i.e., org. chart).
- c. Services and products offered including areas of specialization.
- d. Experience in the travel / tourism or similar industry.
- e. Experience in servicing Canadian Federal Departments, Canadian Crown corporations, or a similarly structured organization in the past 24 months.

Maximum Marks Available – 5% Response should be limited to 3 pages (excluding organizational chart).

- E.1.2 Additional Company Background
 - a. Do you have any Russian or Belarusian participation in the governance structure of your organization either as an investor or on your Board of Directors?
 - o If yes, of what significance?
 - b. Are you currently undertaking any work for an enterprise based in Russia or Belarus?
 - o If yes, of what significance to your overall operation?

Maximum Marks Available – unweighted Response should be limited to half (1/2) a page or less.

E.2 Security and Data Privacy

E.2.1 Please outline your data security and data protection practices.

Maximum Marks Available –5% Response should be limited to 1 page.

E.2.2 Please describe the measures and practices your organization employs to ensure compliance with privacy and regulatory policies, such as GDPR, when collecting and processing mobility data.

Maximum Marks Available – 5% Response should be limited to 1 page.

E.3 Business / Technical Requirements

E.3.1 Explain your methodology of data collection. What type of data does your platform collect and how can users use it? Please provide a sample data table (20 rows) and data schema.

Maximum Marks Available – 15% Response should be limited to 1 page. E.3.2 Explain what granularity your data has. Please provide a statistic description of your sample size by geo granularity and period granularity of your data.

Maximum Marks Available – 15% Response should be limited to 2 pages.

E.3.3 Please explain your approach to modeling data to reflect a 'tourism' lens and share examples of previous cases where you have successfully applied this approach for other clients.

Maximum Marks Available – 15% Response should be limited to 2 pages.

E.3.4 Describe the practices you employ to ensure data quality, including detailed processes for data quality management, and provide screenshots of your data quality assurance records. Please try to label the screenshots properly and provide sufficient description for readers.

Maximum Marks Available – 15% Response should be limited to 2 pages.

E.3.5 To what degree could mobility Data Derivatives (see definition of term in C.3.j) can be shared with partners on the public-facing <u>Canadian Tourism Data Collective</u>? Please provide details including geographic granularity, frequency of update possible, and any details about how data can be modeled to ensure no proprietary proponent information is made available to the public.

Maximum Marks Available – 5% Response should be limited to half (1/2) a page.

E.3.6 If different from public-facing data sharing, please explain to what degree could mobility Data Derivatives (see definition of term in C.3.j) can be shared with DC's Partners/subscribers. Note the Partners/subscribers have signed a data sharing and/or research partnership agreement with DC, on confidentiality terms.

Maximum Marks Available – 10% Response should be limited to half (1/2) a page.

E.4 Other Requirements

E.4.1 Explain how you would address DC's need for on-boarding, training and technical support.

Maximum Marks Available – 5% Response should be limited to 1 page.

- E.4.2 Destination Canada has a new 7-segment system that classifies all travellers into one (1) of seven (7) segments. The ability to understand geographic behavior on a segment level could provide significant value to both Destination Canada and our tourism industry Partners. Please share with us one (1) to two (2) use cases that your mobility data was integrated to any segmentation systems, including below details:
 - i. Methodology of integration
 - ii. Description of pros and cons of the method
 - iii. Application of the mobility data in the segmentation system
 - iv. Client

Maximum Marks Available -5%Response should be limited to 2 pages.

- E.4.3 If available, please provide a cop(ies) of the following:
 - a) mobility data licensing terms and conditions.
 - b) service level agreement (SLA); and
 - c) master service agreement.

DC may negotiate final terms for a proponent's supplied agreement.

Maximum Marks Available - Unweighted

E.5 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 per Question	Section Weighting per Question	Example Proponent Score	Example Proponent Weighted Score
E.1.1	5%	3.25%	5/5	3.25%
E.1.2	NA	NA	NA	NA
E.2.1	5%	3.25%	5/5	3.25%
E.2.2	5%	3.25%	3/5	1.95%
E.3.1	15%	9.75%	5/5	9.75%
E.3.2	15%	9.75%	2/5	3.90%
E.3.3	15%	9.75%	2/5	3.90%
E.3.4	15%	9.75%	2/5	3.90%
E.3.5	5%	3.25%	4/5	2.80%
E.3.6	10%	6.50%	5/5	6.50%
E.4.1	5%	3.25%	5/5	3.25%
E.4.2	5%	3.25%	3/5	1.95%
E.4.3	0%	NA	NA	NA
Example Total	100%	65%	41/55	44.40%

A score of 39% (i.e., 60% of the 65%) or higher is required to be eligible to advance to the next stage of evaluations.

SECTION F - PRICING

Proponents should <u>submit their pricing proposal in a separate file</u> from the rest of their response. In the pricing submission, reference the NRFP# and NRFP 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.

All prices will be held, at a minimum, for the initial term of the agreement. Pricing increases after the initial term are to be negotiated between DC and the Contractor in good faith and are not to be greater than Canada's Consumer Price Index (CPI) rate current at the time of renewal.

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

F.1 Proposed Pricing Detail

Proponents are to complete the following table outlining their fees with consideration of the following conditions:

- a) DC prefers to a fixed price for modeled mobility data.
- b) Please specify any thresholds for data volume that might affect pricing (e.g., number of attributes, number of origin market, number of destination geographic, number of columns or rows).
- c) Please define what constitutes a unit in the context of per item pricing (e.g., training per hour, per data table, per report).
- d) All data management processes, delivery charges, regular maintenance, and support related to mobility data need to be included in pricing.
- e) Business operation, such as travel expenses, additional customization beyond the agreed scope and taxes should be specified separately.
- f) Please complete pricing table below:

Components	Description	Cost (\$) CAD	Comments,
			if any
Modeled	Monthly fixed rate per table; Provide data		
mobility	stats, such as number of attributes, number		
data_Internation	of rows, metrics, dimensions, and a data		
al Table	schema.		
Modeled	Monthly fixed rate per table; Provide data		
mobility	stats, such as number of attributes, number		

data_Domestic	of rows, metrics, dimensions, and a data	
Table	schema.	
Technical	Hourly Rate: Please specify the	
support hour	complementary hours offered, then the	
	hourly rate for additional usage.	
Data	Fixed rate per item, please specify if the data	
customization	modelling for definition of "visitor" is charged	
	separately.	
Data Re-run	Fixed rate per monthly report.	
Other Costs	If there are other costs that should be	
	considered, please list them.	

F.2 Payment Discounts

DC's standard payment terms are Net 30 days upon receiving an invoice, with the required project and billing information, and after the services have been rendered or goods received. There may be certain times of the year when DC may be able to accelerate payments. For proponents who are able to offer a term where DC may elect to take the discount, when possible, this alternative would be considered.

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

F.3 Pricing Strategies

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

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

G.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit (*)	August 22, 2024, 14:00 hours PT
Deadline for Questions	July 30, 2024, 14:00 hours PT
Closing Date and Time	August 27, 2024, 14:00 hours PT
DC will endeavour to notify all proponents of its selection by:	End of October 2024
Timeframe for Negotiations	Five (5) days following notification by DC

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

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

G.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 the proponent require any further details to have a clear and comprehensive understanding, it is the proponent's responsibility to obtain clarification before submitting a proposal.

G.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 DC's designated Contracting Authority.

Making inquiries to an unauthorized person or any attempt to influence the outcome of this process by contacting employees of DC (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.

G.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.

G.5 Amendments/Addendums

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

It is the proponent's responsibility to regularly review <u>Canadabuys.canada.ca</u> for amendments/addendums to the NRFP that DC in its discretion may post prior to Closing Time. Such amendments/addendums may contain important information, including significant changes to

this NRFP. Proponents are responsible for reviewing all amendments/addendums and confirm that all amendments/addendums issued have been read and included in the Proponent's response (see Appendix 3).

G.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.

G.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.

G.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.

G.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.

G.10 **Negotiations**

DC reserves the right to negotiate pricing, 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 referred to as 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.

G.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 the DC and the successful proponent.

G.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 the 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.

G.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 an employee or Board member of DC; or engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process (each a "Material Circumstance").

All Material Circumstances (as defined above) must be disclosed in a proposal. Where DC determines, in its discretion, 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, DC may eliminate the proposal from consideration.

G.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.

G.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, as may be required by law, including but not limited to the Access to Information Act and the Privacy Act, or to the DC's professional advisors on a confidential and need to know basis.

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.

G.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.

G.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.

G.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.

G19 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.

G.20 Rights of Destination Canada

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

- G.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;
- G.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;
- G.20.3 not accept any deviations from the stated terms and conditions;
- G.20.4 terminate the process at any time and/or re-issue this NRFP at any time;
- G.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;
- G.20.6 contact references;
- G.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to DC;
- G.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;
- G.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;
- G.20.10 not enter into any contract at all with any proponents responding to this NRFP.

SECTION H: LIST OF APPENDICES

Proponents must submit Appendices 1 through 4 with their proposal.

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

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM

1		INFORMATION
	PRUPUNCINI	IINECTRIVIATION

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

Complete	e legal company name <u>and address</u> :			
Primary establish	business and length of time business ed:			
Number	of direct employees:			
	contact for the NRFP (name, title, phone and e-mail):			
•	ss Structure – For identification and information about your company:	ition purpos	ses only, provide th	e following
	□ Partnership			
	□ Corporation			
	□ Other			
i.	Where is your business registered Please provide a copy of the registratio document showing your <u>current</u> registratio	n, certificat		or other similar
ii.	If your business is a Partnership, please li hold in the partnership (including beneficia		ers and the percen	tage of units they
	Name of:		% of units held	
iii.	If your business is a Corporation, please a	dvise if it is	a:	
	□ Public Corporation; or			
	□ Private Corporation			

i. ,	Diagon	liat tha	ماميياه أبرناه مز	or optition	that C	Control the	Carparation
IV.	Please	iist trie	maividuais	or enuites	mai C	onitiol the	Corporation:

Name of:	% of shares held
 Registered Owner; 	
Beneficial Owner (if applicable)	

v. Verification of Financial Stability

Provide copies of Financial Statements for the last three (3) years, 2021, 2022, 2023. The proponent may submit other assurances of corporate and financial stability that provide sufficient evidence of their financial capability to deliver the services, such as a letter of good financial standing from the proponent's bank and/or other assurances of corporate and financial stability.

c) Proponent Diversity

	_	Supplier sented gr			whose	business	is	at	least	51%	owned	and/or	operated	by	an
Do	o you ide	ntify as a	Diver	rse S	Supplie	r (as per th	ne (defi	nition	above	∋)?				

		Yes
		No
If yes, p	please se	elect all categories of diversity that are identified within your business:
		2SLGBTQI+
		Indigenous
		Persons with disabilities
		Veteran
		Visible Minority
		Women
		Other, please list:
Do you	ı hold an	y third party certification(s)?
		Yes, please list and provide a copy of each:

No, please tell us what barriers, if any, you are experiencing to obtain third party

d) Environmental Sustainability

Do you hold any third party certification(s)?

certification?

Yes, please list and provide a copy of each:
No

	□ Provide a co	py of your anti-fraud prevention policy or guidelines.
	□ Provide a co	py of your diversity, equity and inclusion policy or guidelines.
	□ Provide a co	py of your data privacy and data storage policy or guidelines.
2.	REFERENCES	
	as references. For e (name, title, address Proponent agrees th	with similar requirements to those described in this NRFP who we may contact each reference include the name of the organization, key contact information, phone, e-mail), and a brief description of the service provided/performed. at DC may contact any of these references. It is requested that proponents as a reference in their proposal.
F	Reference #1:	
	Client Organization:	
	Contact Person:	
	Street Address:	
	Telephone #:	
	Email Address:	
	Description of the	
	Services proponent has	
	provided:	
F	Reference #2:	
Ī	Client Organization:	
Ī	Contact Person:	
ŀ	Street Address:	
-	Telephone #:	
	Email Address:	
-	Description of the	
	Services proponent has	
	provided:	
F	Reference #3:	
	Client Organization:	
f	Contact Person:	
ļ	Street Address:	
	Telephone #:	
f	Email Address:	

e) Policies/Guidelines

3. PROPONENT ACKNOWLEDGEMENT

The proponent agrees that the information provided in their proposal is accurate and declares that he/she/they is a duly authorized signing authority with the capacity to commit his/her/their 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	, 2024	
Authorized Signature	ə:		
Printed Name:			
Title/Position:			
Company Name:			
City:			
Address:			
Phone Number:			
E-mail Address:			

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MΑ	TERIAL CIRCUMSTANCE:
	requires proponents to disclose all Material Circumstances (as defined in G.13) as an attachment to ir proposal.
Ch	eck 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 and in accordance with their contractual obligations to DC.

Indicate the quality control measures and contract resolution processes you have in place for subcontractors. 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: Postal Code: City: Province: Description of services provided: Quality control measures and contract resolution processes:

%



% 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;
- Contract term as provided in the NRFP;
- 3. The Contractor will designate key personnel assigned to DC under the contact 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 deliverables are subject to acceptance by DC.
- 7. All intellectual property created by the Contractor will be the property of DC, including the waiver of any moral rights. Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
- 8. 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 all applicable privacy, data protection and cyber security laws;
- 9. Contractor, including their sub-contractors, will indemnify DC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
- 10. Contractor will maintain the appropriate insurance and include DC as an additional insured on its general commercial liability insurance;
- 11. Fees to be paid on the basis of work delivered, not in advance;
- 12. All expenses incurred by the Contractor to be passed through to DC without markup, including media placements:
- 13. Confidentiality and security clauses to be included;
- 14. 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. Where work has been pre-paid, DC shall be entitled to a pro-rata return of funds on termination. If DC terminates the contract or a particular work order or statement of work for breach of contract, then DC is not required to pay for work not accepted by DC;
- 15. DC approval required prior to Contractor sub-contracting all or part of the work or assigning the contract;
- 16. Contract to be governed by the laws of British Columbia and the federal laws of Canada; and
- 17. 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.