



Canadian Tourism  
Commission

Commission canadienne  
du tourisme

## Request for Quotation

Name of Competition:	Privacy Consulting Services
Competition Number:	CTC-2015-MM-10
Closing Date and Time:	Thursday November 26, 2015, 14:00 Pacific Time (PT)
Contracting Authority:	Michael Miszczak 604-638-8336 procurement@destinationcanada.com

Note: This document may not be reproduced nor distributed without the prior express approval of the Canadian Tourism Commission's Procurement Department, except where authorized for use by a proponent who is responding directly to this Request for Quotation.

## **SECTION A – INTRODUCTION**

---

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

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

CTC’s approach focuses on those global markets where Canada’s tourism brand leads and yields the highest return on investment. CTC is active in 11 key geographic markets: Brazil, China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom and United States.

For further information, please visit <http://corporate.canada.travel/>.

### **A1. Purpose and Intent**

The purpose of this Request for Quotation (the “**RFQ**”) is to solicit quotes for (i) privacy impact assessments (ii) privacy audits and investigation services (iii) privacy policy and governance and (iv) any other matters related to privacy matters that may require consultation with an expert ( the “Consulting Services”) . See Section B for detailed requirements.

By submitting a quote, proponents agree that they can meet the requirements of this RFQ and will comply with all terms & conditions outlined herein.

### **A2. Contract Term**

The term of the contract will be for up to a three (3) year period, with an option to extend on an annual basis by CTC for a total period not to exceed an additional two (2) years, at CTC’s sole discretion.

### **A3. Instructions to Proponents**

- 1) Quotations must be received by e-mail prior to the closing date and time noted on the cover page in order to be considered valid. Quotations must be sent to [procurement@ctc-cct.ca](mailto:procurement@ctc-cct.ca).
- 2) Proponents should reference “**RFQ # CTC-2015-MM-10 Privacy Consulting Services**” in all correspondence.
- 3) Questions concerning this RFQ may be emailed to [procurement@destinationcanada.com](mailto:procurement@destinationcanada.com) until 14:00 hours PT, **Friday November 20, 2015**.
- 4) 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, **Friday November 20, 2015**.
- 5) Your response details shall be binding upon you for 90 days.
- 6) Proponents are solely responsible for their own expenses in preparing their submission.
- 7) If a proponent discovers an error in its submission, the proponent may forward a correction notice to the CTC but it must be received prior to the closing date & time.
- 8) All inquiries related to this RFQ are to be directed to the Contracting Authority only. Information obtained from any other source is not official and may be inaccurate.

- 9) CTC will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this RFQ or as may be required by law, including but not limited to the Access to Information Act and the Privacy Act.
- 10) There is a maximum of eight megabyte file size acceptance of any e-mail. Proponents should divide their response 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.

**A4. Contract Award**

- 1) The CTC will not be obligated to any proponent in any manner whatsoever, until a valid purchase order has been issued by the CTC or an agreement has been executed between the parties.
- 2) See Section C for a copy of CTC's purchase order terms & conditions that may apply to all purchase orders issued for products and/or services.
- 3) Any agreement will be non-exclusive with no commitment or restrictions to volume of business for any proponent. CTC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the selected proponent.

**A5. Rights of the CTC**

- 1) To seek clarification of some or all submissions;
- 2) To reject any or all submissions received if it/they fail to meet the requirements;
- 3) To collapse this process at any time and not proceed with the acquisition of goods or services;
- 4) To select one or more proponents;
- 5) To contract with any proponent regardless of the prices quoted. For further clarity, CTC shall not be bound to accept the lowest priced submission or any submission;
- 6) To enter negotiations with any party who has submitted a compliant submission, with the goal to establish an agreement acceptable to CTC; and
- 7) To incorporate all, or any portion of the RFQ, Statement of Work, and the successful submission in the resulting agreement, if applicable.

**A6. Disclosure of all Material Circumstances**

Disclose all material circumstances (see Appendix 1). 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 CTC employee or Board member of CTC; having access to information not available to other proponents; communicating with any unauthorized person with respect to the RFQ 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 CTC employee or Board member; or engaging in conduct that compromises or could be seen to compromise the integrity of the RFQ process (each a "Material Circumstance").

**A7. Mandatory Requirements**

To qualify for evaluation, proposals will first be checked against the mandatory criteria set out in Section D. Proposals satisfying the mandatory criteria will be further evaluated. All proposals failing to satisfy the mandatory criteria will be excluded from further consideration.

## **SECTION B – STATEMENT OF WORK**

---

### **B.1 BACKGROUND**

The Canadian Tourism Commission (CTC) as a Crown Corporation that markets Canada to foreign travellers typically avails itself of the services of a consultant that specializes in privacy and personal information protection and compliance in Canada. These services may include but are not limited to (i) privacy impact assessments (PIAs), (ii) privacy audits, (iii) privacy policy and governance; and (iv) any other privacy related matters. The consultant will help CTC to identify, measure, and mitigate the risks and privacy impact of its programs, services or initiatives.

### **B.2 OBJECTIVE**

As part of CTC's ongoing commitment to ensure the privacy of personal information, the CTC General Counsel and Corporate Secretary, requires the services of a privacy Consultant. The objective is to provide General Counsel with expert advice and support in regards to privacy and personal information protection that is in compliance with the laws of Canada and the countries where CTC markets to attract visitors to Canada. These markets include: Brazil, China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom and United States.

### **B.3 SERVICES**

The Services may encompass the following but are not limited to:

- PIAs with respect to the use of personal information for data analytic and online marketing activities,
- Policy and technical advice on business processes and practices to minimize privacy risks,
- Comprehensive review and evaluation of privacy risks with recommendations regarding the CTC's personal information handling practises,
- Compliance with the provisions of the *Privacy Act* and its supporting policies and directives, in particular, the government's *Policy on Privacy Protection* and its *Directive on Privacy Impact Assessments*,
- Email practises when communicating with the public that are in-line with federal anti-spam legislation ("CASL"),
- Updates when required to CTC *Privacy Breach Notification Protocols* and *Privacy Guidelines*, and
- Updates as required to CTC's Consumer Privacy Policy and Employee Privacy Policy.

### **B.4 DELIVERABLES**

The project will be completed on an as and when required basis. CTC provides no guaranteed minimum level of work.

### **B.5 SCHEDULE**

The delivery schedule will be as determined as required by the CTC General Counsel and Corporate Secretary.

### **B.6 PRICING**

The rates specified below, when quoted by the Proponent, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a) all travel and living expenses for work performed at the Canadian Tourism Commission;
- b) any travel expenses for travel between the Contractor's place of business and the Canadian Tourism Commission; and
- c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

Year of Contract	Consultant Name	Hourly Rate
1		
2		
3		
4 (Optional)		
5 (Optional)		

- All pricing must be stated in Canadian Dollars (CAD), including applicable taxes shown on a separate line item.
- All pricing must be firm for the initial 3 year term of the contract excluding optional years.
- If the proponent believes that any other cost element(s) have been missed and should be considered, please add as a separate line item.
- CTC's payment terms are Net 30 days.
- Any proponent providing products/services from outside Canada shall be the Importer of Record and is responsible for all associated costs (i.e. custom duties, similar levies, brokerage fees, and taxes).

## SECTION C – TERMS AND CONDITIONS

---

The following standard terms and conditions appear on all CTC Purchase Orders.

**“Agreement”** means the GENERAL TERMS AND CONDITIONS (as defined below) below and SPECIFIC TERMS AND CONDITIONS (as defined below).

**“Contractor”** means the person identified as such on the front page of this purchase order.

**“CTC”** means the Canadian Tourism Commission.

**“Product”** means a) the goods, b) the services, or c) the goods and services specified on the front page(s) of this purchase order.

**“Specific Terms and Conditions”** means the terms and conditions set out on the front page(s) of this purchase order, in any schedules or other attachments to this purchase order and in any documents expressly incorporated by reference to this purchase order.

**“Warranty Period”** means the 12-month period that commences on acceptance by the CTC of the goods or such other period of time as is set out in the SPECIFIC TERMS AND CONDITIONS.

Contractor shall supply the Product, and the CTC shall pay for the Product, in accordance with this Agreement.

For any component of the Product that involves the supply of goods, the following terms and conditions shall apply unless otherwise specified in the Specific Terms and Conditions:

- 1) Contractor shall package the goods to ensure protection from the normal hazards of transportation.
- 2) Contractor shall bear the risk of loss of or damage to the goods until acceptance by the CTC at the destination specified for the delivery of goods.
- 3) Contractor shall be responsible for all packing, loading, unloading, transportation and installation costs, if any.
- 4) CTC reserves the right to change the place of delivery at any time prior to the shipment of goods. If the CTC does change the place of delivery from that set out in this Agreement, the CTC and the Contractor agree that the prices set out in the Agreement shall be decreased or increased in the Contractor's cost directly related to the change.
- 5) Contractor warrants title to the goods shall pass to the CTC upon acceptance by the CTC at the destination specified for the delivery of goods, or such time as is specified in the Specific Terms and Conditions, free and clear of all liens and attachments.
- 6) Contractor warrants that the goods delivered shall be of merchantable quality fit for the purpose.
- 7) Contractor warrants, unless otherwise specified in this Agreement, that the goods will be new and will conform to the specifications set out in the Agreement.
- 8) If the CTC gives the Contractor notice during the Warranty Period that any of the goods supplied under this Agreement are defective or do not conform to the specifications set out in this Agreement, the Contractor agrees to repair or replace such goods and to be fully responsible for all costs, including without limitation, transportation costs associated with such repair or replacement. The warranty set out in the preceding sentence shall not in any way limit any warranty stipulated or implied by law.
- 9) Unless otherwise expressly stated, all amounts set out in this Agreement are stated in, and shall be paid in Canadian dollars.
- 10) With respect to payments due under this Agreement, the Contractor shall submit invoices to the CTC at the address indicated on the front page of this purchase order. On all invoices submitted, the Contractor shall refer to the number of this purchase order, set out all taxes owing as separate line items. Contractor shall submit with each invoice such supporting documentation as the CTC may reasonably request. Contractor shall not submit an invoice for any goods until after the goods have been shipped. Contractor shall not submit an invoice for any services until after the services have been provided.
- 11) Prior to the expiration of the 30 days following the day on which the CTC receives a correct invoice from the Contractor for any payment due under this Agreement, the CTC shall pay the Contractor the amount due.
- 12) No interest shall be payable on overdue amounts. Discounts shall be calculated based on the date when the CTC has received a both a correct invoice and delivery of the product in question.
- 13) Taxes shall be applicable as set out in the Specific Terms and Conditions.

- 14) Contractor shall at all times indemnify and save harmless the CTC;
  - a) against all claims, including claims made by the Contractor's personnel under worker's compensation, legislation, demands, awards, judgments actions and proceedings by whomsoever made, brought, or prosecuted in respect of loss of, damage to or destruction of property (including loss or damages sustained by the Contractor or personal injury including death); and
  - b) against any and all loss of, damage to or destruction of property, expenses and costs (including legal fees) suffered or incurred by the CTC arising out of or in any way connected with the Contractor's performance or non-performance under this Agreement.
- 15) Contractor's liability to indemnify or reimburse the CTC under this Agreement shall not limit or prejudice the CTC from relying on any other remedy available to the CTC at law or in equity.
- 16) Contractor hereby assigns to the CTC, and warrants that it has the right to assign, all rights in the copyright works, the designs, images and the inventions generated and supplied, in connection with this Purchase as such copyright works, designs and inventions (the "Project Technology") come into existence from time to time. Contractor warrants that all items delivered to the CTC in connection with the Purchase will be original work and as such will be assigned to the CTC as Project Technology under the previous sentence.
- 17) Contractor warrants that it has the right to use and sell all components of the Product that may be covered by copyright, patent, industrial design or other intellectual property rights and agrees to indemnify the CTC against any claims brought by any third party alleging infringement of the third party's rights in the product or any component of the Product.
- 18) It is the Contractor's responsibility to maintain adequate insurance to comply with conditions of this Agreement.
- 19) CTC may terminate this Agreement, in whole or in part without liability, forthwith upon written notice to the Contractor;
  - a) if the Contractor fails to comply strictly with its obligations under this Agreement;
  - b) if the Contractor is adjudged bankrupt, or makes a general assignment in bankruptcy or if a receiver is appointed to take charge of the Contractor's affairs; or
  - c) without cause, upon written notice to the Contractor.
- 20) If CTC terminates this Agreement, the liability of the CTC shall be limited to the value of the Product that has been delivered in accordance with this Agreement up to the effective date of termination and that has not been paid for.
- 21) Contractor agrees to return to the CTC forthwith following a request from the CTC all property and other materials used in connection with the project that was provided to the Contractor by the CTC for use by the Contractor in carrying out its obligations under this Agreement.
- 22) Contractor shall not refer, expressly or by implication, to the CTC or to this Agreement in any advertising or other publicity release.
- 23) Contractor shall keep confidential all information received from the CTC in the course of carrying out its obligations under this Agreement.
- 24) CTC shall keep confidential all information received from the Contractor in the course of carrying out its obligations under this Agreement or as may be required by law, including but not limited to the *Access to Information Act and the Privacy Act*.
- 25) No delay or omission by the CTC to exercise any right or power accruing upon any noncompliance or default by the Contractor with respect to any of the terms of this Agreement shall be construed as a waiver of such non-compliance or default.
- 26) A waiver by the CTC of any breach of the terms of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.
- 27) CTC shall not be deemed to have waived any matter under this Agreement unless the CTC has given the Contractor a written notice that the CTC has waived the matter in question.
- 28) It is the express wish of the Parties that this Agreement and any related documents be drawn up in the English language.
- 29) Contractor may not be assign this Agreement without the express written consent of the CTC and any attempt to make such assignment without such consent shall be void.

- 30) Time shall be of the essence of this Agreement and of every part thereof.
- 31) This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the CTC and the Contractor respectively.
- 32) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the applicable laws of Canada.
- 33) Any Schedules that are appended to this Agreement and are incorporated by reference and deemed to be an integral part hereof.
- 34) This Agreement and its schedules, if any, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, and any terms and conditions set out in the Contractor's confirmation and invoices. Without limiting the generality of the preceding sentence, no local, general or trade custom shall be deemed to vary the terms of this Agreement.
- 35) In the event of any inconsistency between these General Terms and Conditions and the Specific Terms and Conditions of this Agreement, the Specific Terms and Conditions shall override the General Terms and Conditions to the extent of the inconsistency. This Agreement may only be amended by written agreement by the Contractor and the CTC.



## **SECTION D – MANDATORY REQUIREMENTS**

---

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

### **D.1 Mandatory Criteria**

D.1.1 The Proponent must have a law degree from a recognized university. Copy of the certificate required. Are you able to comply with this requirement?

Yes  No

D.1.2 The Proponent must have a minimum of 5 years of extensive experience in providing strategic advice in the field of privacy and the areas described as part of the Consulting Services. Are you able to comply with this requirement?

Yes  No

D.1.3 The proponent must provide an up-to-date resume. Are you able to comply with this requirement?

Yes  No

## **APPENDIX 1: MATERIAL CIRCUMSTANCE**

---

CTC requires Proponents to disclose all Material Circumstances as an attachment. 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 2: 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 (name, title, phone number and e-mail):	

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 Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Authorized Signature:

---

Printed Name:

---

Title/Position:

---

Company Name:

---

City:

---

Address:

---

Phone Number:

Fax Number:

---

E-mail Address:

---