



REQUEST FOR PROPOSALS

CRTC FY 2017/18 RFP # 18-0001

OPERATOR OF THE NATIONAL DO NOT CALL LIST

APPENDIX A

STATEMENT OF WORK

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DEFINITIONS AND REFERENCE LINKS

The following list of definitions and/or acronyms are relevant to and form a part of this document. The list of definitions provided below is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this Annex. It is therefore imperative that questions of interpretation be directed to the CRTC Project Authority.

DEFINITIONS

Term/Acronym	Definition
ADAD	Automatic dialing-announcing device means any automatic equipment capable of storing or producing telecommunications numbers. This equipment may be used alone or with other equipment to send a pre-recorded or synthesized voice message to a phone number. ADAD calls are also known as “robocalls.”
Articles of Agreement	As per Section 1 of General Conditions 2035 (2016-04-04), Articles of Agreement means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract (Part 7); it does not include general conditions, any supplemental general conditions, annexes, the Contractor's proposal or any other document.
Client of a Telemarketer	A person that has engaged a telemarketer to conduct telemarketing on their behalf.
Consumer	A person who subscribes to a Canadian telecommunications service that uses a telecommunications number and who may register that number on the National DNCL, as permitted by the <i>Unsollicited Telecommunication Rules</i> and that may file a complaint for alleged violations to these Rules.
Contract	As per section 1 General Conditions 2035 (2016-04-04) , Contract means the Articles of Agreement, general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
Contracting Authority	The Contracting Authority shall be the sole authority on behalf of CRTC for the administration and

Term/Acronym	Definition
	management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the Contractor based on written requests from any government personnel other than the Contracting Authority.
GCKey	A standards-based authentication service provided by the Government of Canada . It provides Canadians with secure access to online information and government services and assists Canadian federal government departments in managing and controlling access to their on-line programs through the provisioning of standardized registration and authentication processes. The GCKey Service issues a GCKey, which is a unique, anonymous credential that protects communications with online Government programs and services
IVR	Interactive Voice Response System
National Do Not Call List (National DNCL)	National Do Not Call List means the National DNCL established for the purposes of section 41 of the Telecommunications Act (http://laws.justice.gc.ca/eng/acts/T-3.4/).
National DNCL Fees Collection Delegate	Person to whom the CRTC has delegated the power, pursuant to paragraph 41.3(1) of the Telecommunications Act (http://laws.justice.gc.ca/eng/acts/T-3.4/), to collect and fees prescribed under section 41.21 of the Act and the Unsolicited Telecommunications Fees Regulations (http://laws-lois.justice.gc.ca/eng/regulations/SOR-2013-7/page-1.html), and remit such fees to the CRTC.
National DNCL Operator	Person to whom the CRTC has delegated, under paragraph 41.3(1) of the Telecommunications Act (http://laws.justice.gc.ca/eng/acts/T-3.4/), any of its powers under section 41.2 of the Act, to administer databases or information, administrative or operational systems.
North American Numbering Plan (NANP)	Telecommunications Numbers that conform to the NANP format are ten-digit numbers consisting of a three-digit NPA (i.e. area code) and a seven digit local number; often shown as NPA-NXX-XXXX.
NPA	Numbering Plan Area, commonly called an area code
Operational Start Date	Date on which the Contractor will take over and become fully responsible for the existing DNCL

Term/Acronym	Definition
	system, and the current DNCL Operator will cease to do so. The contract with the current DNCL Operator expires on 14 January 2018.
Privacy Impact Assessment (PIA)	As required by Treasury Board, a Privacy Impact Assessment is a process to determine the impacts of a proposal on an individual's privacy and ways to mitigate or avoid any adverse effects.
Project Authority	A person, occupying a specific position within CRTC or fulfilling a specific organizational function, who is responsible for monitoring the Contractor's execution of the work under the Contract.
Protected A	Information related to other than the national interest that may qualify for an exemption or exclusion under the Access to Information Act (http://laws-lois.justice.gc.ca/eng/acts/a-1/) or the Privacy Act (http://laws-lois.justice.gc.ca/eng/acts/p-21/), and the compromise of which would reasonably be expected to cause injury to a non-national interest. Specifically, Protected A information refers to information, the release of which could cause injury to an individual, company, or the public interest.
Qualifying Capital Costs	Investments made after the date of the signed Contract by the Contractor with respect to non-fungible hardware and software capital expenditure investments and upgrades to continue the operations of the National DNCL system after the Operational Start Date at its then current service levels. Costing categories are, for guidance, set out at Schedule 1.
Qualifying Operating Costs	Ongoing operating costs and expenses made after the date of the signed Contract by the Contractor in order to transition, design, develop, implement, operate, maintain and support the National DNCL, in order to continue the operations of the National DNCL system after the Operational Start Date at its then current service levels. Costing categories are, for guidance, set out at Schedule 1.
Recovery Point Objective (RPO)	The RPO is the age of files that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure. The RPO is expressed backward in time from the instant at which the failure occurs, and can be

Term/Acronym	Definition
	specified in seconds, minutes, hours, or days. The RPO is established based on tolerance for loss of data or re-entering of data.
Recovery Time Objective (RTO)	The RTO is the maximum tolerable length of time that a computer, system, network, or application can be down after a failure or disaster occurs.
Registrant	A person or organization who is required to register with the National DNCL.
Regulatory Fees	Fees prescribed under the <u>Unsolicited Telecommunications Fees Regulations</u> that are collected by the National DNCL Fees Collection Delegate and remitted to the CRTC.
Scrub	A telemarketing industry term used to in reference to the process of comparing a do not call list to a telemarketer's, or client of a telemarketer's, list of consumers it wishes to contact and eliminating from its list the telecommunications numbers of consumers who have registered on that do not call list.
Solicitation	The selling or promoting of a product or service, or the soliciting of money or money's worth, whether directly or indirectly and whether on behalf of another person. This includes solicitation of donations by or on behalf of charitable organizations
Sub-Contractor	A person or an entity that enters into a contract or arrangement with the Contractor to perform, or assist in the performance of, some of the tasks that the Contractor must perform.
Subscriber	Any person who is a Telemarketer or a Client of a Telemarketer and who is required to subscribe to the National DNCL.
Subscription Rates	Rates, approved by the CRTC under section 41.5 of the <u>Telecommunications Act</u> (http://laws.justice.gc.ca/eng/acts/T-3.4/), charged to a Subscriber by the National DNCL Operator and retained by the latter.
TTY	Teletypewriter, an apparatus that uses interactive text-based communications through the transmission of coded signals across the telephone network. TTYs are also called TDDs

Term/Acronym	Definition
	(telecommunication devices for the Deaf) or text telephone.
Telecommunications number	Any Canadian telecommunications number that conforms to the North American Numbering Plan (NANP), regardless of the type of terminal or network equipment it may be used with.
Telemarketer	A person that conducts telemarketing either on their own behalf or on behalf of one or more other persons.
Telemarketing	The use of telecommunications facilities to make unsolicited telecommunications for the purpose of solicitation.
Telemarketing Regulatory Costs	The telemarketing regulatory costs of the Commission for a given fiscal year are the portion of the costs of the Commission's activities for that year, as set out in the Commission's Expenditure Plan published in Part III of the <i>Estimates</i> of the Government of Canada and, if applicable, the <i>Supplementary Estimates</i> of the Government of Canada, that are attributable to the Commission's responsibilities under section 41.2 of the <i>Telecommunications Act</i> and that are not recovered under any regulation made under section 68 of that Act. These costs cannot exceed the Commission's budgetary authority for its compliance and enforcement activities under the <i>Unsolicited Telecommunications Rules</i> , which is currently set at \$3.3 million for any given Government fiscal year.
Transition	Transition refers to the process of a changeover from one contract to another contract. Where "transition", along with requirements of the Contractor to "design, develop, implement, operate, maintain and support" services related to the National DNCL system, are referred to throughout the Statement of Work, transition means that the Contractor shall make the best use of the existing systems in place with the current National DNCL Operator. Transition also means that the Contractor, as operator of the National DNCL, shall allow the CRTC or a new designated contractor to make best use of the existing systems in place. Intellectual Property will be transitioned in accordance with Section 18 of the Statement of Work and in conjunction with the

Term/Acronym	Definition
	<p>Transition Plan as submitted by the current List Operator.</p> <p>Transition also includes Transition-In and Transition-Out.</p>
Transition-In	<p>Includes the work that the Contractor has to undertake in order to design, develop, implement and operate the National DNCL. It also comprises the act of including components of the existing National DNCL system received from the current National DNCL Operator and the CRTC within the Contractor's planning and design phases.</p>
Transition-Out	<p>Includes the work that the Contractor must undertake to do at the end of the Contract, in order to facilitate the design, development, implementation and operation of the National DNCL, for the CRTC or a new designated National DNCL Operator. It also comprises making components of the existing DNCL system available to the CRTC or a new designated National DNCL Operator.</p>
Unsolicited Telecommunications Fees Regulations	<p>The <u>Unsolicited Telecommunications Fees Regulations</u> (http://laws-lois.justice.gc.ca/eng/regulations/SOR-2013-7/) are regulations by which the CRTC has prescribed fees, pursuant to section 41.21 of the <u>Telecommunications Act</u> (http://laws.justice.gc.ca/eng/acts/T-3.4/).</p>
Unsolicited Telecommunications Rules	<p>The <u>Unsolicited Telecommunications Rules</u> (http://crtc.gc.ca/eng/trules-reglest.htm) set out by the CRTC that govern unsolicited telecommunications. These rules include, among other things, the National DNCL Rules, the Telemarketing Rules, the Automatic Dialing-Announcing Device Rules, and exemptions to the Rules.</p>

STATUTES, REGULATIONS, REGULATORY DECISIONS, AND POLICIES

Statutes

[An Act to amend the Telecommunications Act](http://www.crtc.gc.ca/eng/Library/Detail/catalog8904)
(<http://www.crtc.gc.ca/eng/Library/Detail/catalog8904>)

[Bell Canada Act](http://laws-lois.justice.gc.ca/eng/acts/B-3.6/index.html)
(<http://laws-lois.justice.gc.ca/eng/acts/B-3.6/index.html>)

[Broadcasting Act](http://laws-lois.justice.gc.ca/eng/acts/B-9.01/)
(<http://laws-lois.justice.gc.ca/eng/acts/B-9.01/>)

[Canada Elections Act](http://laws-lois.justice.gc.ca/eng/acts/E-2.01/)
(<http://laws-lois.justice.gc.ca/eng/acts/E-2.01/>)

[Official Languages Act](http://laws-lois.justice.gc.ca/eng/acts/O-3.01/)
(<http://laws-lois.justice.gc.ca/eng/acts/O-3.01/>)

[Personal Information Protection and Electronic Documents Act](http://laws-lois.justice.gc.ca/eng/acts/P-8.6/)
(<http://laws-lois.justice.gc.ca/eng/acts/P-8.6/>)

[The Privacy Act](https://www.priv.gc.ca/leg_c/leg_c_a_e.asp)
(https://www.priv.gc.ca/leg_c/leg_c_a_e.asp)

[Telecommunications Act](http://laws-lois.justice.gc.ca/eng/acts/T-3.4/)
(<http://laws-lois.justice.gc.ca/eng/acts/T-3.4/>)

Regulations

[Unsolicited Telecommunications Fees Regulations](http://laws-lois.justice.gc.ca/eng/regulations/SOR-2013-7/page-1.html)
(<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2013-7/page-1.html>)

Regulatory Decisions and Policies

[Compliance and Enforcement Decision CRTC 2013-26](http://www.crtc.gc.ca/eng/archive/2013/2013-26.htm)
(<http://www.crtc.gc.ca/eng/archive/2013/2013-26.htm>)

[Compliance and Enforcement Decision 2015-321](http://www.crtc.gc.ca/eng/archive/2015/2015-321.htm)
(<http://www.crtc.gc.ca/eng/archive/2015/2015-321.htm>)

[Compliance and Enforcement Regulatory Policy CRTC 2014-341](http://www.crtc.gc.ca/eng/archive/2014/2014-341.htm)
(<http://www.crtc.gc.ca/eng/archive/2014/2014-341.htm>)

[CRTC Three-Year Plan 2015-2018](http://www.crtc.gc.ca/eng/backgrnd/plan2015/plan2015.htm)
(<http://www.crtc.gc.ca/eng/backgrnd/plan2015/plan2015.htm>)

[National Do Not Call List website](https://www.lnnte-dncl.gc.ca/index-eng)
(<https://www.lnnte-dncl.gc.ca/index-eng>)

[Telecom Decision CRTC 2007-47](http://www.crtc.gc.ca/eng/archive/2007/dt2007-47.htm)
(<http://www.crtc.gc.ca/eng/archive/2007/dt2007-47.htm>)

[Telecom Decision CRTC 2007-48 as amended](http://www.crtc.gc.ca/eng/trules-reglest.htm)
(<http://www.crtc.gc.ca/eng/trules-reglest.htm>)

[Terms and Conditions National Do Not Call List](#)

(<https://www.lnnte-dncl.gc.ca/ind/reg/mods2-terms2-eng?t=1&v=1>)

[Unsolicited Telecommunications Rules](http://crtc.gc.ca/eng/trules-reglest.htm)
(<http://crtc.gc.ca/eng/trules-reglest.htm>)

Government of Canada Policies

[Directive on Privacy Impact Assessments](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18308)
(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18308>)

[Government Expenditure Plan and Main Estimates \(Parts I and II\)](http://www.tbs-sct.gc.ca/hgw-cgf/finances/pgs-pdg/gepme-pdgbpd/index-eng.asp)
(<http://www.tbs-sct.gc.ca/hgw-cgf/finances/pgs-pdg/gepme-pdgbpd/index-eng.asp>)

[Government of Canada \(GC\) Information Management \(IM\) Strategy](http://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/itpm-itgp/im-gi/ims-sgi/index-eng.asp)
(<http://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/itpm-itgp/im-gi/ims-sgi/index-eng.asp>)

[Metadata](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18909)
(<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18909>)

[PMBOK Guide and Standards](http://www.pmi.org/PMBOK-Guide-and-Standards.aspx)
(<http://www.pmi.org/PMBOK-Guide-and-Standards.aspx>)

[Policy on Communications and Federal Identity](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683)
(<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683>)

[Policy on Government Security](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578)
(<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>)

[Policy on Information Management](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12742)
(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12742>)

[Policy on Privacy Protection](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12510)
(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12510>)

[Policy on Service](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27916)
(<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27916>)

[Privacy and Data Protection Policies](http://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/atip-airpr/index-eng.asp)
(<http://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/atip-airpr/index-eng.asp>)

[Project Management Policies, Directives and Standards](https://www.canada.ca/en/treasury-board-secretariat/services/information-technology-project-management/project-management.html)
(<https://www.canada.ca/en/treasury-board-secretariat/services/information-technology-project-management/project-management.html>)

[Standard on Optimizing Websites and Applications for Mobile Devices](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27088)
(<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27088>)

[Standard on Privacy and Web Analytics](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26761)
(<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26761>)

[Treasury Board Secretariat's Enhanced Management Framework](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13765)
(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13765>)

[Use of Electronic Networks Policy](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27122)
(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27122>)

Web Accessibility

(<http://www.tbs-sct.gc.ca/ws-nw/wa-aw/index-eng.asp>)

Web Inoperability

(<http://www.tbs-sct.gc.ca/ws-nw/wi-iw/index-eng.asp>)

Web Usability

(<http://www.tbs-sct.gc.ca/ws-nw/wu-fe/index-eng.asp>)

Values and Ethics Code for the Public Sector

(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25049>)

1. OBJECTIVE

- 1.1 The CRTC is seeking to establish a competitively awarded Contract with a single Contractor to ensure the ongoing operation of the National Do Not Call List (National DNCL) following the expiry of the Contract with the current National DNCL Operator. This document describes the work requirements for the National DNCL system that the Contractor shall transition, design, develop, implement, operate, maintain and support.
- 1.2 The National DNCL system and operational processes shall support the following business objectives:
- a) Provide Canadian consumers with the ability to register their telecommunications numbers on a National DNCL in order to reduce the number of unsolicited telecommunications they receive.
 - b) Provide Canadian consumers with a single point of contact to register complaints about telemarketers and clients of telemarketers for alleged violations of the *Unsolicited Telecommunications Rules*.
 - c) Enable Telemarketers and Clients of Telemarketers to comply with the *Unsolicited Telecommunications Rules*.
 - d) Be funded solely through reasonable Subscription Rates collected from telemarketers.
 - e) Collect and remit Regulatory Fees to the CRTC acting as the National DNCL Fees Collection Delegate.
 - f) Support the CRTC's investigations into alleged violations of the *Unsolicited Telecommunications Rules*.
 - g) Support the production of annual reports to the Minister on the operation of the National DNCL.

2. BACKGROUND

Statutory Authority

- 2.1 The Canadian Radio-television and Telecommunications Commission (CRTC) was established by Parliament in 1968. The CRTC, also referred to as the Commission, is an independent public authority and reports to Parliament through the Minister of Canadian Heritage.
- 2.2 Among other things, the CRTC is vested with the authority to regulate telecommunications common carriers and service providers that fall under federal jurisdiction. Its telecommunications regulatory powers are derived from the *Telecommunications Act*.
- 2.3 The CRTC regulates unsolicited telecommunications pursuant to section 41 of the *Telecommunications Act*, which provides that:
- The CRTC may, by order, prohibit or regulate the use by any person of the telecommunications facilities of a Canadian carrier for the provision of unsolicited telecommunications to the extent that the CRTC considers it necessary to prevent undue inconvenience or nuisance, giving due regard to freedom of expression.
- 2.4 The *Telecommunications Act* grants the CRTC the powers required to establish a National DNCL, to administer databases or operational systems for a National DNCL. The Act also sets out a list of the types of telemarketing telecommunications that are exempt from any prohibitions or requirements that the CRTC may impose in relation to the National DNCL.

- 2.5 The *Telecommunications Act* also empowers the CRTC to delegate to any person its power in relation to a National DNCL and to regulate the manner in which the delegate exercises any of the delegated powers. The Act also allows the CRTC's delegate to charge Subscription Rates for exercising delegated powers and allows the CRTC to regulate the Subscription Rates charged by the delegate.
- 2.6 The *Telecommunications Act* was amended in 2012 by adding sections that permit the CRTC to make fee regulations in order to recover costs from telemarketers (hereinafter referred to a "Telemarketing Regulatory Costs") to fund the CRTC's activities related to compliance and enforcement of the *Unsolicited Telecommunications Rules*.

Regulatory Framework

- 2.7 In *Unsolicited Telecommunications Rules framework and the National Do Not Call List*, Telecom Decision CRTC 2007-48 (as amended¹), 3 July 2007, the CRTC established a comprehensive framework for unsolicited telecommunications received by consumers. This framework built upon previously established rules regarding telemarketing and the use of automatic dialing-announcing devices (ADADs),² and introduced rules for a National DNCL (collectively referred to as the "Unsolicited Telecommunications Rules"). The rules governing the National DNCL prohibit telemarketers, except those that are exempt, from placing unsolicited telemarketing calls to telephone numbers registered by consumers, at-no-charge, on the National DNCL. The *Unsolicited Telecommunications Rules* are designed to protect the privacy of persons and to prevent undue inconvenience and nuisance of unsolicited telecommunications, while at the same time allowing legitimate uses of telemarketing telecommunications.
- 2.8 The National DNCL was developed by the current National DNCL Operator following a competitively awarded contract, and became operational on 30 September 2008.
- 2.9 A consumer's registration on the National DNCL was initially set to expire after a three-year period. It would have been the consumer's responsibility to re-register their telephone number after their registration had expired. Prior to the expiry of any consumer registrations, the registration period was extended on two separate occasions.³ In *Permanent number registration*, Compliance and Enforcement Regulatory Policy CRTC 2014-341, 25 June 2014, the Commission eliminated the finite registration period pertaining to telecommunications numbers on the National DNCL, and thus the need for Canadians to renew or re-register their numbers on the list. At that time, the Commission encouraged the industry to continue working within the CRTC Interconnection Steering Committee to periodically re-examine the options concerning a mechanism to remove disconnected and reassigned numbers from the National DNCL in order to enhance its accuracy.
- 2.10 The operation of the National DNCL is wholly funded by Subscription Rates paid to the National DNCL Operator by telemarketers. The CRTC regulates the Subscription Rates collected by the Operator, as set out in this section.
- 2.11 The Commission has never delegated its powers to investigate alleged violations of the *Unsolicited Telecommunications Rules* to a third party.⁴ Until 31 March 2013, the Commission's

¹ See *Review of the Unsolicited Telecommunications Rules*, Compliance and Enforcement Regulatory Policy CRTC 2014-155, 31 March 2014

² See Telecom Decision CRTC 85-2, Telecom Decision CRTC 94-10, Order CRTC 2001-193, and Telecom Decision CRTC 2004-35

³ In Telecom Regulatory Policy CRTC 2009-200, the Commission extended the duration of Consumer registrations of telecommunications numbers on the National DNCL to five (5) years. In Compliance and Enforcement Decision CRTC 2013-528, the Commission further extended this period to six (6) years.

⁴ In Telecom Decision CRTC 2008-6-1, 20 October 2008, the Commission decided that the investigation of

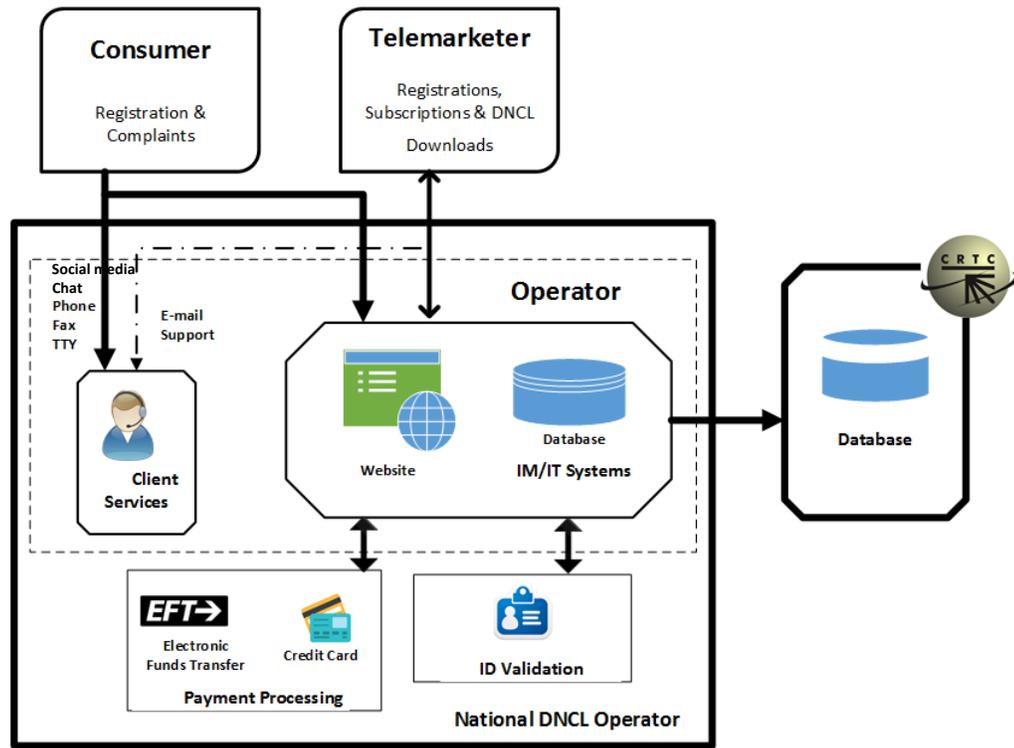
National DNCL compliance and enforcement activities had been funded by interim measures. In *Unsolicited Telecommunications Fees Regulations*, Compliance and Enforcement Decision CRTC 2013-26, 28 January 2013, the Commission established regulations to provide long-term funding for its compliance and enforcement activities that would be recovered from telemarketers. The Commission also delegated its powers to collect the Regulatory Fees that it prescribed in the regulations to the National DNCL Operator (hereinafter referred to as the “National DNCL Fees Collection Delegate” for this purpose). The National DNCL Operator was directed to collect Regulatory Fees from telemarketers, as set out in this section, at the same time that it charges Subscription Rates to telemarketers for access to the National DNCL.

Functional components of the National DNCL

- 2.12 The National DNCL consists of five (5) major functional components, including:
- a) Information Management and Technology systems (IM/IT) systems consisting of a website and associated database(s) to manage consumer registrations and complaints, telemarketer registrations and subscriptions, as well as telemarketer access to the National DNCL;
 - b) client services to process consumer registrations and complaints, and to provide technical support to telemarketers;
 - c) payment processing and accounting to manage the collection of Subscription Rates and Regulatory Fees from telemarketers, the remittance of Regulatory Fees to the Receiver General of Canada, as well as partial refunds of Regulatory Fees;
 - d) validation of telemarketer identification to prevent illegitimate access to the list; and,
 - e) the transfer of records to the CRTC.

complaints of alleged violations of the *Unsolicited Telecommunications Rules* would be delegated to a third party, and stated its intention to issue a Request for Proposal to determine who that party would be. Subsequently, the CRTC decided that it would not delegate this responsibility to a third party.

Figure 1 - Functional Components of the National DNCL



Subscription Rates and Regulatory Fees

- 2.13 Since the launch of the National DNCL, Subscribers have been able to subscribe in order to gain access to telecommunications numbers that are registered on the list on a per number basis, for all numbers in a given Numbering Plan Area (NPA), or for all numbers in all NPAs in Canada. Subscriptions that are made on an entire NPA can be made various durations – 1 month, 3 month, 6 month and 1 year. The rate and fee structure for subscriptions to the National DNCL was developed to provide higher value to Subscribers for longer term subscriptions, or for subscriptions to all NPAs.
- 2.14 The Subscription Rates and Regulatory Fees that were approved by the CRTC and that were charged and collected by the National DNCL Operator since the launch of the National DNCL are set out in the following tables.

Table 1 – Historical Subscription Rates (in dollars)

Subscription Type	Subscription Period	Effective Date							
		30 Sep 2008	1 Aug 2009	1 Sep 2010	1 Sep 2011	1 Apr 2013	1 Aug 2015	1 Apr 2016	1 Apr 2017
All NPAs	Annual	11,280	17,250	22,425	33,642	19,512	26,341	26,341	26,341
	6-month	5,640	15,755	20,482	20,482	11,882	16,041	16,041	16,041
	3-month	2,970	8,510	11,063	11,063	6,418	8,664	8,664	8,664
	1-month	1,125	2,875	3,738	3,738	2,168	2,927	2,927	2,927
Individual NPA	Annual	615	1,610	2,013	2,013	1,168	1,577	1,577	1,577
	6-month	310	834	1,043	1,043	603	814	814	814
	3-month	155	426	533	533	308	416	416	416
	1-month	55	144	180	180	105	142	142	142

Per Number Query	0.50	1.73	0.75	0.75	0.50	0.50	0.50	0.50
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Table 2 – Historical Regulatory Fees (in dollars)

Subscription Type	Subscription Period	Effective Date							
		30 Sep 2008	1 Aug 2009	1 Sep 2010	1 Sep 2011	1 Apr 2013	1 Aug 2015	1 Apr 2016	1 Apr 2017
All NPAs	Annual	–	–	–	–	14,130	18,793	20,672	21,706
	6-month	–	–	–	–	8,600	11,438	12,582	13,211
	3-month	–	–	–	–	4,645	6,178	6,796	7,135
	1-month	–	–	–	–	1,570	2,088	2,297	2,412
Individual NPA	Annual	–	–	–	–	845	1,124	1,236	1,298
	6-month	–	–	–	–	440	585	644	676
	3-month	–	–	–	–	225	299	329	344
	1-month	–	–	–	–	75	100	110	115

Table 3 – Total of Historical Subscription Rates and Regulatory Fees (in dollars)

Subscription Type	Subscription Period	Effective Date							
		30 Sep 2008	1 Aug 2009	1 Sep 2010	1 Sep 2011	1 Apr 2013	1 Aug 2015	1 Apr 2016	1 Apr 2017
All NPAs	Annual	11,280	17,250	22,425	33,642	33,642	45,134	47,013	48,047
	6-month	5,640	15,755	20,482	20,482	20,482	27,479	28,623	29,252
	3-month	2,970	8,510	11,063	11,063	11,063	14,842	15,460	15,799
	1-month	1,125	2,875	3,738	3,738	3,738	5,015	5,224	5,339
Individual NPA	Annual	615	1,610	2,013	2,013	2,013	2,701	2,813	2,875
	6-month	310	834	1,043	1,043	1,043	1,399	1,458	1,490
	3-month	155	426	533	533	533	715	745	760
	1-month	55	144	180	180	180	242	252	257
Per Number Query		0.50	1.73	0.75	0.75	0.50	0.50	0.50	0.50

Historical Registration, Subscription and Complaint Metrics

- 2.15 As reflected in [Report on the Operation of the National Do Not Call List for the period April 1, 2015 to March 31, 2016](#), Canadians in all provinces and territories continue to register their telecommunications numbers on the National DNCL. During that period, Canadians registered 294,115 numbers and de-registered 3,267 numbers, resulting in over 13 million permanently registered numbers in the National DNCL.
- 2.16 For the three-year period ending on 31 March 2016, the National DNCL Operator received an annual average of 124,464 complaints. There has been a significant decline in the number of complaints received by the National DNCL Operator since that time. The projected total number of complaints for the 2016-17 fiscal year is 35% below the aforementioned average and 30% below the lowest recorded annual number of complaints. For the last two fiscal years, approximately 50% of the complaints were submitted online; the remaining 50% using the toll-free telephone number to reach a live agent. Complaints related to fax telecommunications that allegedly violate the *Unsolicited Telecommunications Rules* represent less than 1% of all complaints received in each of the last five (5) fiscal years; and less than 0.5% of all complaints received in each of the last two (2) fiscal years.

Table 4 – Consumer complaints filed with the National DNCL Operator

Fiscal Year	Telephone (Live Operator)	Internet (Interactive website)	Teletypewriter (TTY)	Total
2008-2009	117,642		-	117,642
2009-2010	163,501		0	163,501
2010-2011	17,922	97,191	2	115,115
2011-2012	47,398	86,317	4	133,719
2012-2013	59,168	89,678	2	148,848
2013-2014	48,872	79,402	1	128,275
2014-2015	52,204	62,931	3	115,138
2015-2016	62,669	67,315	3	129,987
2016-2017*	31,663*	29,318*	0*	60,981*

* Represents data for the period 1 April 2016 to 31 December 2016

- 2.17 In each of the five (5) fiscal years ending on 31 March 2016, the National DNCL Operator has consistently processed between 1,950 and 2,200 transactions by Subscribers for access to the National DNCL for a 1-month period or longer. During that period, Subscribers purchased between 4,000 and 4,700 individual subscriptions to the National DNCL (i.e., payments of a Subscription Rate). In other words, many of the transactions processed by the National DNCL Operator consisted of multiple individual subscriptions to the National DNCL. For instance, a Subscriber may have subscribed to multiple individual Numbering Plan Areas as part of a single transaction.
- 2.18 In each of the five (5) fiscal years ending on 31 March 2016, the National DNCL Operator consistently processed between 100 and 400 transactions for between 2,500 and 4,000 single queries of the National DNCL (i.e., a query to determine whether a specific telecommunications number was registered on the National DNCL). In fiscal year 2016-2017 (excluding data for the month of March 2017), the number of transactions and single queries to the National DNCL rose dramatically to approximately 4,000 and 330,000, respectively. This sudden surge of single queries was almost entirely attributable to queries performed by the automotive industry following compliance and enforcement activities undertaken by the CRTC.
- 2.19 Subscriptions to the National DNCL for a 1-year period, including subscriptions for an individual Numbering Plan Area (NPA) or for all NPAs, have consistently accounted for between 82.5% and 85.6% of annual revenue collected by the National DNCL Operator since the launch of the service. Subscriptions for a 1-month period have accounted for 11% of the remaining revenue in each of the three (3) fiscal years ending on 31 March 2016, or a slight increase as compared to prior years.

~~2.20~~ The total annual amount of the Regulatory Fees collected on behalf of and remitted to the CRTC by the National DNCL Fees Collection Delegate has been publicly reported, as follows.

Table 5 – Regulatory Fees paid by Subscribers to the National DNCL

Fiscal Year	Regulatory Fees paid by Subscribers to the National DNCL
2013-2014	3,050,595 ⁵
2014-2015	3,090,450 ⁶
2015-2016	3,677,716 ⁷

2.21 The CRTC’s budgetary authority for Telemarketing Regulatory Costs is currently limited to \$3.3 million in any given Government fiscal year. Given that the total amount of Regulatory Fees paid by Subscribers exceeded that budgetary authority in fiscal year 2015-2016, the amount in excess of \$3.3 million (\$377,716) was refunded by the National DNCL Fees Collection Delegate to Subscribers in accordance with the formula set out in subsection 4(2) of the *Unsolicted Telecommunications Fees Regulations*. Based on subscriptions to the National DNCL in fiscal year 2016-2017, a refund will also be issued to Subscribers for that period.

3. ESTIMATED VALUE

- 3.1 The National DNCL shall be funded solely by Subscription Rates levied by the National DNCL Operator to Subscribers. Pursuant to subsection 41.41(1) of the *Telecommunications Act*, Subscription Rates collected by the National DNCL Operator is not deemed to be public money.
- 3.2 The costs that the Contractor shall be allowed to recover include reasonable Qualifying Capital Costs and Qualifying Operating Costs, which shall be fully absorbed and amortized by the Contractor over the five (5) year duration of the Contract.
- 3.3 Bidders shall submit, with their proposal, the anticipated and maximum allowable Qualifying Capital Costs and Qualifying Operational Costs for the duration of the Contract using the cost categories set out for guidance in Schedule 1, and as otherwise required in this request for proposals. The CRTC expects that the Contractor will incorporate operational efficiencies in order to decrease operating costs over the course of the Contract.
- 3.4 The CRTC intends to establish Subscription Rates, following a review of the rates proposed by the Contractor prior to the Operational Start Date, that allow the Contractor to recover a reasonable markup on the Qualifying Capital Costs and Qualifying Operating Costs.
- 3.5 Bidders shall submit, with their proposal, a proposed markup on Qualifying Capital Costs and Qualifying Operation Costs, expressed as a percentage of qualifying costs and not to exceed forty percent (40%) of qualifying costs over the duration of the Contract. The CRTC will give preference to proposals that include a mark-up below the threshold established above, as set out in the point-rated evaluation criteria in this request for proposals.
- 3.6 The Subscription Rates may be adjusted during the Contract on application of the Contractor to the CRTC or by the CRTC of its own motion, taking into account the costs incurred and revenues collected by the National DNCL Operator during the operations of the National DNCL. Any

⁵ See Compliance and Enforcement Order CRTC 2014-307

⁶ See Compliance and Enforcement Order CRTC 2015-193

⁷ See Compliance and Enforcement Order CRTC 2016-187

assessment of the Qualifying Capital Costs and Qualifying Operational Costs will take into account events or changes that have occurred since the time of the Operational Start Date that could not have been reasonably foreseen by either the Contractor or the CRTC. It is anticipated that the CRTC would not be predisposed to grant approval of a proposal by the National DNCL Operator to increase Subscription Rates unless the Contractor can demonstrate that it is not able to recover qualifying costs and a reasonable markup on those costs over the term of the Contract.

- 3.7 In accordance with the authorized Subscription Rates approved by the CRTC, it is the sole and exclusive responsibility of the Contractor to determine and manage all of its costs associated with the fulfillment of its contractual obligations as specified herein.
- 3.8 As required by section 41.6 of the *Telecommunications Act*, the CRTC is required to publish an annual report on the operation of the DNCL activities. The data in the Table set out below has been extracted from these reports. Other data and information can be found in reports covering Government fiscal years 2011- 2012 to 2015-2016 on the CRTC website under [Telecom Plans and Reports](#).

Table 6 – National DNCL Operator Capital and Operating Costs (millions)

Fiscal Year	Capital Costs	Operating Costs	Total Costs
2008-2009	7.81	4.42	12.23
2009-2010	0.99	4.00	4.99
2010-2011	0.04	2.87	2.91
2011-2012	-	2.40	2.40
2012-2013	-	2.37	2.37
2013-2014	-	2.54	2.54
2014-2015	-	2.18	2.18
2015-2016	-	2.07	2.07
Total	8.84	22.85	31.69

- 3.9 The total compensation paid by the CRTC to the Contractor shall not exceed \$1.00 CAD.
- 3.10 The National DNCL Operator is not responsible for any shortfall in the Regulatory Fees collected from Subscribers, in its capacity as the National DNCL Fees Collection Delegate, to cover the cost of the CRTC's compliance and enforcement activities to its maximum allowable budgetary authority. The CRTC will assume the risks associated with the necessary cost saving measures needed to account for the decline of funds. The CRTC may amend the Regulatory Fees, pursuant to a public proceeding, in order to address an anticipated or repeated under collection or over collection of funds.

4. BUSINESS AND TECHNICAL ENVIRONMENT

Business Environment

- 4.1 Persons or organizations on whose behalf telemarketing is conducted must register their information with the National DNCL, whether the calls are made by themselves or by a third party, even if the calls made on their behalf are exempted, pursuant to section 41.7 of the *Telecommunications Act*, from the National DNCL Rules.⁸

⁸ The full set of rules can be found on the [Telemarketing information page](#) in the Consumers section of the CRTC website. Certain telemarketing calls are exempt from the National DNCL Rules: These include telemarketing calls made:

- 4.2 Only persons or organizations on whose behalf non-exempt telemarketing calls are made must subscribe to and access the National DNCL.
- 4.3 Subscribers could be any size of business and will include large corporations (e.g. financial institutions), small business (e.g. a lawn service company that is locally owned and operated), or a person (e.g. an independent insurance broker.)
- 4.4 Some Subscribers will only conduct telemarketing within a select geographic area, and will only require access to telecommunications numbers registered on the National DNCL for one or a select number of Numbering Plan Areas (NPAs). Some subscribers will conduct telemarketing across all of Canada and will require access to all telecommunications numbers registered on the National DNCL for all Canadian NPAs.
- 4.5 The frequency of Subscriber access to the National DNCL will also vary. Subscribers who conduct frequent and ongoing telemarketing campaigns may require access to the telecommunications numbers registered on the National DNCL at all times in a given year. Subscribers who conduct infrequent telemarketing campaigns may only require access to the telecommunications numbers registered on the National DNCL for a particular month. Still yet, Subscribers conducting narrowly targeted telemarketing campaigns may only require the ability to verify if specific telecommunications numbers are registered on the National DNCL.
- 4.6 Accordingly, the CRTC intends to maintain the existing Subscription Rate structure for the duration of the Contract as it provides the necessary flexibility to respond to the different needs of Subscribers.
- 4.7 In [Telemarketing in Canada](#), prepared for the CRTC in 2016 by Environics Research Group (Environics), Environics set out the results of a telephony survey that was conducted in February and March 2016 with a representative sample of 1,202 Canadian businesses. In that report, Environics indicated that twelve percent (12%) of Canadian businesses use telemarketing, and that another one percent (1%) intended to start telemarketing in the following year. The report indicates that the incidence of telemarketing is higher among medium or large companies than smaller companies – twenty-seven percent (27%) of companies with one hundred (100) employees or more report using telemarketing, as compared to twelve percent (12%) of companies with fewer than one hundred (100) employees. The report further identified that telemarketing activity by Canadian businesses is likely to increase as thirty percent (30%) of companies anticipated their telemarketing activities to grow in the next year compare to only eight percent (8%) who anticipate their telemarketing activities to decrease.
- 4.8 The number of complaints filed by Consumers with the National DNCL Operator has been relatively stable until a significant decline in fiscal year 2016-2017. This may be attributable to decrease in unsolicited telemarketing calls, both legitimate and illegitimate, that is the result of activities and measures taken by domestic and international regulatory and law enforcement agencies. It is anticipated that the ongoing efforts these agencies, including those of the CRTC

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- a) by, or on behalf of, Canadian registered charities;
 - b) by, or on behalf of, political parties riding associations, nomination or leadership contestants, or federal, provincial or municipal candidates;
 - c) by, or on behalf of, general circulation newspapers calling for the purpose of selling a subscription;
 - d) for the sole purpose of collecting information for a survey of members of the public;
 - e) to a consumer who has an existing business relationship with the organization;
 - f) to a consumer who has given express consent to be called; and
 - g) to business consumers.

and other members of the Unsolicited Communications Enforcement Network⁹, may result in a continued decline of complaints in the next several years.

Technical Environment

- 4.9 In 2016, the CRTC has called upon telecommunications service providers to deploy technical solutions to reduce the number of unsolicited and illegitimate telemarketing calls received by Canadians.¹⁰ It further initiated a public proceeding in 2017 to examine the development and implementation of technical solutions to prevent spoofing of caller identification information, and trace and identify the source of a call.¹¹ These efforts complement the National DNCL and similar efforts taken by regulatory bodies in several other jurisdictions to reduce unsolicited and unwanted calls. For example, a regime with some characteristics similar to the National DNCL was launched in France in 2016.
- 4.10 Canadians have continued to adopt a wireless and digital lifestyle since the launch of the National DNCL in 2008. As set out in the CRTC's [Communications Monitoring Report 2016](#), the number of Canadian wireless subscribers had grown to 29.7 million in 2015, of which 74% utilize data on their wireless devices. In 2015, 86% of Canadians reported owning a mobile wireless device represented the largest retail communications sector, accounting for 51% of retail telecommunications revenue. A growing number of companies have also deployed applications for use on smartphones that provide call management and filtering functions. In light of these trends, the requirements for the National DNCL now include the provision of an online chat service and the ability for Canadians to interface with the National DNCL in the digital sphere, such as using third party applications and providing support to citizens on social media.
- 4.11 The environment in which service is provided to citizens has also changed considerably since the National DNCL was launched. The 2016 Government of Canada Policy on Communications is explicitly clear: communications with the public must be digital first. Digital media and its platforms are the primary means to connect and interact with the public. There is an expectation to continually explore ways to expand digital interaction through social media and the Web. This will empower Canadians to serve themselves and ensure continued access to our services through multiple channels.
- 4.12 Since the launch of the National DNCL in 2008, the Information and Communications Technologies sector has aggressively developed and deployed secure cloud computing platforms. These platforms and solutions provide new alternatives for the design, deployment, operation and maintenance of the National DNCL. It will be incumbent upon the Contractor to select whether to utilize a cloud computing platform or onsite infrastructure.

5. DESCRIPTION AND SCOPE OF WORK

- 5.1 The work to be undertaken by the Contractor is divided into four (4) project phases. Unless stated otherwise, the specific work that the Contractor is required to perform within each phase of the project must be found to be acceptable to the CRTC in order for the Contractor to be authorized by the CRTC to begin work on the next phase of the project. The CRTC Project Authority will assess the adequacy of project deliverables against the [Government of Canada Project Management Policies, Directive and Standards](#), where applicable and appropriate.

⁹ The Unsolicited Communications Enforcement Network consists of enforcement and regulatory authorities and industry participants from over 25 countries that cooperate and coordinate their activities to prevent and address unsolicited communications.

¹⁰ See Compliance and Enforcement and Telecom Regulatory Policy CRTC 2016-442

¹¹ See Compliance and Enforcement and Telecom Notice of Consultation CRTC 2017-4

- a) Phase 1 – Planning
- b) Phase 2 – Design, Development, Implementation and Transition-In
- c) Phase 3 – Operation, Maintenance and Support
- d) Phase 4 – Transition-Out

5.2 The Contractor shall provide the transition, design, development, implementation, and maintenance services described here during the CRTC's regular working hours – Monday to Friday, 9 a.m. to 5 p.m. Eastern Time. The Contractor's normal working and service delivery hours may extend beyond the normal hours of work of the CRTC, subject to the service delivery provisions contained within the Contractor's proposal, as accepted by the CRTC.

Phase 1 – Planning

5.3 In consultation with the CRTC Project Authority or their designated representative, the Contractor shall develop a project charter that shall, to the satisfaction of the CRTC:

- a) describe the Contractor's internal governance model;
- b) describe the structure of the Contractor's project team as well as the relationships between team members;
- c) identify and describe the assumptions, dependencies, constraints and risks that affect the project, as well as the degree of probability and possible responses to address each risk that has been identified; and,
- d) describe the change control process, which upon approval by the CRTC, shall be used thereafter by the CRTC and the Contractor to review, approve, carry out and control changes that affect any aspect of the National DNCL, or the rendering of deliverables, services, documentation or reports by the Contractor.
- e) describe the process to be used by both parties to resolve disputes.

5.4 In consultation with the CRTC Project Authority or their designated representative and the existing National DNCL Operator, the Contractor shall develop a detailed Project Plan using Microsoft Project for phase 2 of the project that clearly indicates, to the satisfaction of the CRTC:

- a) the interim and final deliverables that are required to design, develop and implement each of the five (5) functional components of the National DNCL, as well as the associated milestones, schedule and dependencies; and,
- b) the resources that are required to the deliver the project deliverables, as well as the specific project team members that are accountable and/or responsible for each of the elements of the Project Plan.

5.4.2 The Project Plan shall specifically indicate whether it is possible for the Contractor to design, develop and implement an application programming interface (API) to enable Consumers to interact with the National DNCL using third party software applications at the Operational Start Date. If this is not possible to be done at the Operation Start Date, the Project Plan shall indicate when such an API can be delivered at a subsequent time that is mutually agreed by the Contractor and the CRTC Contracting Authority.

Phase 2 – Design, Development, Implementation and Transition-In

5.5 The Contractor shall develop a Risk Assessment and Mitigation Plan that describes each risk to the success of the project that has been identified by the Contractor, that assigns a level of

- probability and an Office of Primary Interest (OPI) to each risk, and that identifies the proposed response for each risk (e.g., accept, mitigate, transfer). The Contractor shall maintain the Risk Assessment and Mitigation Plan until such time as all risks have been identified and addressed to the satisfaction of the CRTC Project Authority or their designated representative.
- 5.6 The Contractor shall develop a Functional Specifications Report that will contain detailed functional requirements for the National DNCL that clearly identifies any proposed modifications to the functional requirements contained herein. Following approval by the CRTC Project Authority or their designated representative, the functional requirements identified and described in the Functional Specifications Report shall supersede and take precedence over those contained herein.
- 5.7 The Contractor shall develop detailed architectural and solutions design document(s) that identify and describe:
- a) the information technology infrastructure (e.g., networking, databases, and servers) used in the provision of the National DNCL;
 - b) the data models, algorithms and other data validation/manipulation processes, custom software, and commercial off-the-shelf software applications used in the provision of the National DNCL;
 - c) the physical and/or logical location, interconnections and dependencies of these elements; and,
 - d) the information architecture specifications (all levels) and wireframes of different content layouts for the redesign of the National DNCL interactive website.
- 5.8 The Contractor shall develop a Quality Control and Release Management Strategy that describes:
- a) the quality control processes (e.g., software testing, data integrity audits) that will be employed by the Contractor; and,
 - b) the strategy used to manage the integration of enhancements or modifications to the National DNCL, and the associated Client acceptance testing by the CRTC.
- 5.9 The Contractor shall develop a Registrant Identity Validation Process to validate the identity of a Telemarketer, a Client of a Telemarketer or other Registrants prior to successfully completing their request to register with the National DNCL in order to prevent illegitimate access to the National DNCL.
- Note: Under the existing National DNCL Operator validates the identity of Registrants in conjunction with Dun & Bradstreet® (D&B®). Registration information that is provided to the National DNCL Operator is transmitted to D&B® and compared with information in the D&B® database. If a match between the registration information provided to the National DNCL Operator and D&B® is found, the registration process continues. If no match is found, the party seeking to register provides contact information to D&B® in order to establish a record and then the party is issued a D&B D-U-N-S® Number.
- 5.10 In consultation with the CRTC and based on the terms and conditions enforced by the existing National DNCL Operator, the Contractor shall develop terms and conditions governing the use of National DNCL by Telemarketers, Clients of Telemarketers, or any other Registrant authorized by a Subscriber to access their subscription to the National DNCL.

- 5.11 In Consultation with the CRTC, the Contractor shall develop terms and conditions, to be approved by the CRTC Project Authority or their designated representative, governing the use of an application programming interface (API) that will enable a Consumer to interact with the National DNCL using third party software applications.
- 5.11.1 The Contractor may, at the sole discretion of the CRTC and pursuant to approval of the Contractor's Project Plan, be authorized to begin work on the next phase of the project without having delivered an API to enable Consumers to interact with the National DNCL using third party software applications, provided that the Project Plan sets out the timeline for the delivery of this functionality.
- 5.12 The Contractor shall develop a Disaster Recovery Plan that provides for the back-up and recovery of the National DNCL information technology systems, the records and data collected and generated by the National DNCL, and the public-facing and administrative services rendered by the National DNCL Operator. The Disaster Recovery Plan shall include specific Recovery Point Objective(s) and Recovery Time Objective(s) concerning the time between back-ups and the time period after a disaster at which business functions must be restored, respectively.
- 5.13 The Contractor shall conduct a privacy impact assessment (PIA) pursuant to Treasury Board Guidelines that covers the system and operational processes that will make up the National DNCL. The PIA shall be conducted in parallel with a PIA that will be conducted by the CRTC in relation its compliance and enforcement activities, and in relation to transmission, retention and use of information received from the National DNCL (e.g., registration, subscription and complaint information) in support of those activities. The PIAs conducted by the Contractor and the CRTC will be combined into one for submission to the Office of the Privacy Commissioner by the CRTC prior to the Operational Start Date of the National DNCL under the resulting Contract.
- 5.14 The Contractor shall develop a Data Protection and Security Plan that covers physical and information technology security, information management procedures and protocols, and personnel. Among other things, the Data Protection and Security Plan shall address any risks and implement any safeguards that were identified as part of the PIA.
- 5.15 The Contractor shall develop, implement and test all of the information technology systems and business processes that are required to render all of the functionality and services of each of the five (5) functional components of the National DNCL, as set out herein or in the Functional Specifications Report.
- 5.16 In consultation with the CRTC Project Authority or their designated representative, the Contractor shall develop templates for regular and *ad hoc* reports as set out in section 8.41.
- 5.17 In consultation with the CRTC and based on upon the content published and used by the existing National DNCL Operator and user research, the Contractor shall develop content that is tailored to the intended audiences and that is in line with the Policy on Communications and Federal Identify (emphasis on plain language and visual communications) for publication on the interactive website, for the interactive voice response system, as well as templates and scripts for use by live operators via telephone or online chat.
- 5.16.1 In particular, as set out in Section 18.1 below, the CRTC retains ownership of the content developed and used by the National DNCL Operator, including the data contained within the National DNCL database, the public-facing website code and contents of the interactive website, the call flows developed to support the interactive voice response (IVR) system, and email templates for alerts sent to Telemarketers by the National DNCL. As such, the Contractor will have access to all such content that has been developed and is used by the existing National DNCL Operator.

- 5.18 The Contractor shall coordinate with the existing National DNCL Operator to effect a transfer of all relevant records, and to effect the transfer of ownership and operational integration of the telecommunications numbers and Internet domains associated with the National DNCL.

Note: The CRTC retains ownership of the records and data contained in the National DNCL database. As such, the existing National DNCL Operator is contractually obligated to facilitate the transfer of these records and data to the new National DNCL Operator.

- 5.19 The Contractor shall coordinate with the CRTC and the existing National DNCL Operator for the transfer of funds collected by the existing National DNCL Operator, on a pro-rated basis, for Subscription Rates associated with subscriptions that extend beyond the Operational Start Date based on the number of days remaining in the subscription after that date.
- 5.20 The Contractor shall submit a proposal, for approval by the CRTC, for Subscription Rates that take effect on the Operational Start Date or a subsequent date and that cover the entire duration of the Contract. The Contractor's proposal shall take into account the guidance and CRTC's expectations described herein.
- 5.21 The Contractor's named Project Manager Resource shall provide regular progress reports to the CRTC Project Authority or their designated representative using the [Government of Canada Executive Project Dashboard](#) template, or an alternate template approved of the CRTC Project Authority or their designated representative.

Phase 3 – Operation, Maintenance and Support

- 5.22 The Contractor shall deliver all of the functional requirements and services described herein on an ongoing basis in adherence to the Performance Standards defined in section 10 below, and all other terms and conditions applicable to the Contract. This includes the provision of regular and *ad hoc* reports, the provision of responses to specific information requests from the CRTC related to Consumer, Registrant or Subscriber actions on the National DNCL that may be required in support of an investigation or to respond to a complaint, as well as the provision of unrestricted access to the CRTC to conduct audits of the National DNCL systems, financial records or business processes.
- 5.23 The Contractor shall test the Disaster Recovery Plan at least once during every year of operation, and shall provide a report to the CRTC Project Authority regarding the results of the test, including the scope and scenarios tested as well as the results of the exercise of the Disaster Recovery Plan.
- 5.24 The Contractor shall provide Performance Standards Adherence Reports, for the purposes of monitoring the Contractor's adherence to the Performance Standards, as defined in section 10 below. These reports shall be used by the CRTC for the purposes of determining compliance with the terms and conditions of the Contract. In the event of discrepancies or inaccuracies within the reports, if other information causes the CRTC to have concerns regarding the adherence of the Contractor to Performance Standards over an extended period of time, the CRTC reserves the right to require the Contractor to modify the process pursuant to which adherence to the Performance Standards is measured. Any assessment of the Qualifying Capital Costs and Qualifying Operational Costs will take into account events or changes that have occurred since the time of the Operational Start Date that could not have been reasonably foreseen by either the Contractor or the CRTC.
- 5.25 The Contractor shall also provide other regular and *ad hoc* reports as approved during the preceding phase of the project, or as otherwise required by the CRTC pursuant to the change management process agreed to by both parties at 5.2(d).

- 5.26 The Contractor may be required to modify the National DNCL interactive website as part of the Government of Canada Web Renewal Initiative pursuant to which Government of Canada websites are being integrated with the www.canada.ca website. The CRTC will provide notification to the Contractor regarding any requirements that arise pursuant to this initiative in a timely manner. Modifications to the National DNCL interactive website will be pursuant to the change control process accepted by both parties as set out at 5.2(d).
- 5.27 At any time following one (1) year after the Operational Start Date, the Contractor may propose revisions to the Subscription Rates, based upon a review of the Subscription Rates collected by the National DNCL Operator and the costs incurred by the Contractor, with a view to ensuring that the Contractor is able recover reasonable Qualifying Capital Costs and Qualifying Operating Costs, as well as a reasonable mark-up on those costs which should not exceed 30%, over the duration of the Contract. The Contractor may be required to submit to a financial audit undertaken by the CRTC or a third party engaged by the CRTC to substantiate the economic need for an increase to Subscription Rates.

Phase 4 – Transition-Out

- 5.28 This phase of the project begins prior to the end of the termination of the Contract and, as such, prior to the completion of the previous phase of the project.
- 5.29 The Contractor shall commence discussions with the CRTC no later than eighteen (18) months before the termination date of the Contract to develop a Transition-Out Plan. The Contractor shall deliver a comprehensive Transition-Out Plan, for approval of the CRTC Project Authority or their designated representative, no later than eight (8) months prior to the termination date of the Contract, that includes detailed plans for the:
- a) transfer of ownership, licensing agreements and operational authority for assets, intellectual property and services to the CRTC or a new National DNCL Operator;
 - b) transfer of records and data collected and generated by the National DNCL Operator to the CRTC or a new National DNCL Operator;
 - c) the calculation and transfer of funds to the CRTC or the new National DNCL Operator, on a pro-rated basis, for Subscription Rates associated with subscriptions that extend beyond the termination date of the Contract based on the number of days remaining in the subscription after that date; and,
 - d) any other matters as agreed to by both parties.
- 5.30 In coordination with the CRTC and the new National DNCL Operator, the Contractor shall execute the Transition-Out Plan in such a manner as to ensure a smooth transition and continuity of service to the Canadian public.

6. DELIVERABLES

- 6.1 The Contractor shall provide the following deliverables for each of the four (4) phases of the project.

Phase 1 – Planning

Deliverable	Schedule
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Project Charter	Six (6) weeks following the date of award of the Contract, or two (2) weeks following the date of the signed Contract, whichever is earlier.
Project Plan	Eight (8) weeks following the date of award of the Contract, or four (4) weeks following the date of the signed Contract, whichever is earlier.

Phase 2 – Design, Development, Implementation and Transition-In

Deliverable	Schedule
Risk Assessment and Mitigation Plan	As set out in the Project Plan
Functional Specifications Report	As set out in the Project Plan
Architectural and solutions design document(s)	As set out in the Project Plan
User research document	As set out in the Project Plan
Quality Control and Release Management Strategy	As set out in the Project Plan
Registrant Identity Validation Process	As set out in the Project Plan
Terms and Condition – Access to the National DNCL	As set out in the Project Plan
Terms and Conditions – Use of the National DNCL API	As set out in the Project Plan
Disaster Recovery Plan	As set out in the Project Plan
Data Protection and Security Plan	As set out in the Project Plan
Development, Implementation and Testing of the National DNCL	As set out in the Project Plan
Develop drafts of regular and <i>ad hoc</i> reports as set out in 8.41	As set out in the Project Plan
Content for interactive website, IVR system, and other public-facing services	As set out in the Project Plan
Transfer of records, telecommunications numbers and Internet domains	As set out in the Project Plan
Transfer of funds from the existing National DNCL Operator in relation to subscriptions to extend beyond the Operational Start Date	As set out in the Project Plan
Submission of Proposed Subscription Rates	At least ninety (90) days prior to the Operational Start Date
Progress reports	Bi-weekly

Phase 3 – Operation, Maintenance and Support

Deliverable	Schedule
Delivery of the National DNCL functional requirements and associated services, including the provision of reports	Ongoing, beginning on the Operational Start Date
Exercise the Disaster Recovery Plan, Report on Results	Annually
Provide Performance Standards Adherence Reports	Quarterly during the first year of operation, semi-annually thereafter, or as often as deemed necessary by the CRTC Project Authority or their designated representative
Provide regular and <i>ad-hoc</i> reports as set out at 8.41	Frequency to be agreed by Contractor and CRTC
Integration of the National DNCL interactive website into the www.canada.ca website	As required
Proposed revisions to Subscription Rates	No later than ninety (90) days prior to the proposed date on which the revised Subscription Rates would take effect

Phase 4 – Transition-Out

Deliverable	Schedule
Delivery of Transition-Out Plan developed in consultation with the CRTC	No later than eight (8) months prior to the termination date of the Contract
Execution of the Transition-Out Plan in coordination with the CRTC and the new National DNCL Operator	Completion by the termination date of the Contract

7. CONTRACTOR RESOURCE REQUIREMENTS AND MINIMUM QUALIFICATIONS

- 7.1 The Contractor providing services to the CRTC shall maintain a capable and qualified Human Resource complement for all activities described herein for the duration of the Contract.
- 7.2 The Contractor shall provide the name(s) of a Project Manager resource, who shall be the sole contact for the Contractor with the CRTC Contracting Authority or their designated representative.
- 7.3 The Contractor's named Project Manager resource shall be dedicated full-time from the start date of the Contract, and shall be responsible for the management of the project for the period ending no less than six (6) months after the Operational Start Date of the National DNCL.
- 7.4 The Contractor shall ensure an appropriate back-up Project Manager resource is available to provide full service to CRTC, as described herein, in the event that the dedicated Project Manager is unavailable.

- 7.5 Should the Contractor at any time be unable to provide the services of a named resource(s), in advance of the date upon which any replacement resource(s) are to commence work, the Contractor shall notify the CRTC Project Authority, in writing, of the reason for the unavailability of the resource(s) named in the Contract. The Contractor shall then provide to the Contracting Authority the name(s), contact information and details of experience of the proposed replacement resource(s).
- 7.6 Proposed replacement resources must meet or exceed the experience, education, knowledge, skills and abilities requirements of the resource that they are proposed to replace. Should the proposed replacement resource not meet or exceed the experience, education, knowledge, skills and abilities of the resource that they are proposed to replace, the CRTC reserves the right to refuse the proposed replacement resource.
- 7.7 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the CRTC Contracting Authority or their designated representative.
- 7.8 The CRTC requires that effective and continuous service delivery be maintained throughout the duration of the Contract. If the Contractor is to provide replacement resource(s), the Contractor warrants that it will provide the required support to ensure a smooth transition from one resource to another, at no cost to CRTC.
- 7.9 Resource substitutions or replacements needed in order to meet the requirements of the Contract are the responsibility of the Contractor. In the event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the CRTC Project Authority, the CRTC reserves the right to cancel the Contract and issue a Contract to another qualified Contractor.

8. FUNCTIONAL REQUIREMENTS

- 8.1 The functional requirements for the National DNCL are subject to change at the sole discretion of the CRTC based on changes to legislation or regulatory framework, significant trends affecting consumer or telemarketing behavior in Canada, or other considerations. Notice of modifications to the functional requirements for the National DNCL resulting from such legislative or other changes will be communicated to the Contractor in a timely manner. Modifications to the functional requirements for the National DNCL will be managed pursuant to the change control process that has been accepted by both parties as set out in 5.2(d).

General Requirements

- 8.2 All information developed for the public and all services rendered to the public by the National DNCL Operator, or any Sub-Contractor, shall be provided in both official languages.
- 8.3 The National DNCL Operator shall develop all public-facing content for all communications channels (e.g., interactive website, IVR, online chat) in collaboration with the CRTC Project Authority or a designated representative, and subject to their approval.
- 8.3.1 The National DNCL Operator shall implement all content and non-content (e.g., information architecture) changes to public-facing content within two (2) business days of CRTC approval for the content in both official languages.
- 8.4 The National DNCL Operator shall provide clear instructions, context sensitive prompts (e.g., an error message indicating that mandatory information is missing) and access to additional resources (i.e., frequently asked questions, help functions), where possible and appropriate, to facilitate use of the National DNCL by Consumers, Registrants and Subscribers.

- 8.5 The National DNCL interactive website shall provide a printer-friendly version of information confirming or summarizing successful requests made by Consumers, Registrants or Subscribers.
- 8.6 The National DNCL interactive website shall meet the Government of Canada requirements for usability, accessibility, interoperability and optimization for mobile devices. This includes the Treasury Board of Canada Secretariat's Standards on [Web Usability](#), [Web Accessibility](#), [Web Interoperability](#), [Metadata](#), and [Mobile Optimization, Privacy and Web Analytics](#). In order to comply with these standards, a full redesign of the existing public-facing National DNCL website is required.
- 8.6.1 The National DNCL interactive website shall be (re)designed using User Experience (UX) principles and techniques. This must include the use of research (e.g., personas, target audiences, tasks, consumer journey maps, service blueprints) and industry-accepted UX form patterns. The design shall be verified with user testing methodologies, such as contextual user interviews and heuristic testing.
- 8.7 Prior to completing any action on the National DNCL, a Consumer, Registrant or Subscriber shall be directed to the interactive website to consult a summary of the Privacy Impact Assessment that was conducted by the Contractor, as well as a privacy notice regarding the collection, use and disclosure of personal information by the National DNCL.

Consumer Actions on the National DNCL

- 8.8 The National DNCL Operator shall, at no cost to the Consumer, enable a Consumer to:
- a) **access general information** regarding the National DNCL and the *Unsolicited Telecommunications Rules*, as well as information that will empower Consumers to protect themselves against unsolicited and illegitimate calls (e.g., consumer alerts), as approved by the CRTC Project Authority or a designated representative, and as amended from time to time, via:
- Internet using an interactive website;
 - Internet using an online chat service;
 - telephone using an IVR or using a live operator accessed through a dedicated toll-free number; and
 - telephone using a TTY accessed through a dedicated toll-free number;
- b) **register** a telecommunications number that conforms to the North American Numbering Plan (NANP) and that contains a valid Canadian Numbering Plan Area (NPA) on the National DNCL via:
- Internet using an interactive website;
 - Internet using an application developed by an independent third-party that connects to the National DNCL using an API;
 - telephone using an IVR or using a live operator accessed through a dedicated toll-free number;
 - telephone using a TTY accessed through a dedicated toll-free number; and
 - fax accessed through a dedicated toll-free number;
- c) **verify** whether a telecommunications number is registered on the National DNCL via:

- Internet using an interactive website;
 - Internet using an application developed by an independent third-party that connects to the National DNCL using an API;
 - telephone using an IVR or using a live operator accessed through a dedicated toll-free number; and,
 - telephone using a TTY accessed through a dedicated toll-free number;
- d) **de-register** a telecommunications number from the National DNCL via:
- telephone using an IVR or using a live operator accessed through a dedicated toll-free number; and,
 - telephone using a TTY accessed through a dedicated toll-free number.
- e) **file a complaint** via with the National DNCL Operator of alleged violations of the *Unsolicited Telecommunications Rules* via:
- Internet using an interactive website;
 - Internet using an application developed by an independent third-party that connects to the National DNCL using an API;
 - telephone using an IVR or using a live operator accessed through a dedicated toll-free number; and
 - telephone using a TTY accessed through a dedicated toll-free number; and,

8.9 The National DNCL Operator shall ensure that Consumers are able to access the National DNCL using the above-mentioned methods pursuant to the following standards for service availability.

Table 7 – Service Availability Standards for Consumer access to the National DNCL

Access Method	Hours of Operation	Availability	Maintenance Timeframe	No. of Rings to Answer	Maximum Holding Time
Internet	24/7	99%	12 midnight to 6:00 AM Eastern Time	N/A	N/A
Online Chat	8:30 AM to 4:30 PM in each Canadian time zone, Monday to Friday except statutory holidays	80%	12 midnight to 6:00 AM Eastern Time	N/A	120 seconds
IVR	24/7	99%	12 midnight to 6:00 AM Eastern Time	3	20 seconds
Live Operator & TTY	8:30 AM to 4:30 PM in each Canadian time zone, Monday to Friday except statutory	80%	12 midnight to 6:00 AM Eastern Time	3	120 seconds

	holidays				
Fax	24/7	99%	12 midnight to 6:00 AM Eastern Time	2	N/A

- 8.10 Prior to processing a Consumer request to register or de-register a telecommunications number via telephone or Internet using the interactive website, the National DNCL shall prompt a Consumer to confirm their request.
- 8.11 Following successful completion of a Consumer request to register or de-register a telecommunications number on the National DNCL, the National DNCL shall:
- a) record the date and time of the request, the method used to make the request, and, in the case of a request via telephone or fax, generate a record as to whether the Caller ID was verified;
 - b) provide immediate confirmation of successful completion of the request to the Consumer via the same means that was used to make the request;
 - c) in the case of a registration request via telephone or Internet, add the telecommunications number to the list that is accessed by Subscribers within 24 hours;
 - d) in the case of a registration request via fax, shall add the telecommunications number to the list that is accessed by Subscribers within 1 business day;
 - e) in the case of a registration request, inform the Consumer that their registration on the National DNCL will become effective after a thirty-one (31) day grace period in order to allow time for Subscribers or clients of Subscribers to access the National DNCL and update their telemarketing lists; and,
 - f) in the case of a de-registration request, remove the telecommunications number from the list that is accessed by Subscribers within 24 hours, but in any event, not before midnight, Pacific Time, on the day of the Consumer request.
- 8.12 Following a successful registration, a Consumer's telecommunications number shall remain on the National DNCL until the number is de-registered.
- 8.12.1 A Consumer request to register a telecommunications number that is already registered on the National DNCL shall be denied on the basis that any given telecommunications number can only be registered on the National DNCL once. Such a request shall not affect the effective date of the original Consumer registration (i.e., shall not restart the grace period).
- 8.13 The National DNCL shall permit a Consumer to re-register their telecommunications number at any time after successfully de-registering that telecommunications number.
- 8.13.1 A successful Consumer request to re-register a telecommunications number on the National DNCL shall not be subject to a grace period if the request is received during the same day as the successful request to remove that telecommunications number from the National DNCL.
- 8.14 In any case where a Consumer is prompted to provide a telecommunications number, the National DNCL shall validate that the telecommunications number conforms to the North American Numbering Plan (NANP) and contains a valid Canadian Numbering Plan Area (NPA).

- 8.14.1 In the event that a Consumer provides a telecommunications number that does not conform to the NANP or does not contain a valid NPA, the National DNCL shall inform the Consumer accordingly, and shall provide an opportunity for the Consumer to provide a revised telecommunications number.
- 8.15 The National DNCL shall provide a confirmation following the successful completion of any Consumer action upon the system.
- 8.15.1 Following the successful registration of a telecommunications number on the National DNCL, the National DNCL shall provide information to the Consumer regarding the effective date of the registration (i.e., excluding the grace period), the duration of the registration, and the de-registration process, and shall direct the Consumer to the National DNCL website for more information.
- 8.15.2 In the case of a successful Consumer request to register a telecommunications number via fax, the National DNCL shall send a confirmation to the registered number via fax within one (1) business day.
- 8.15.3 Following the successful filing of a complaint, the National DNCL shall provide the Consumer a unique complaint ID as well as information regarding the future processing and handling of the complaint.
- 8.16 The National DNCL will only process a Consumer request to register and verify the registration status of a telecommunications number via telephone (i.e., IVR, live operator, TTY), or to de-register a telecommunications number via telephone or or fax, if the request is in relation to the telecommunications number that matches the caller identification information (caller ID) used to make the request.
- 8.16.1 If the Consumer's telephone service does not provide caller ID, the IVR or live agent shall provide instructions on how to enable caller ID on a single call and, in the case of a request to register or verify the registration status of a telecommunications number, how to do so via the Internet.
- 8.16.2 The National DNCL shall discard a Consumer request to register a telecommunications number via fax if the request is in relation to a telecommunications number that is different from the telecommunications number used to make the request. In this case, the National DNCL shall not respond to the request.
- 8.17 The National DNCL shall reject a Consumer request that cannot be processed by informing the Consumer of the reasons that the request is being rejected and by providing suggested alternatives. Reasons for rejecting a Consumer request include, but are not limited to:
- a) a request to register a number that is already on the National DNCL;
 - b) a request to de-register a number that is not on the National DNCL; and,
 - c) a complaint that does not contain mandatory information.
- 8.18 The National DNCL shall operate with appropriate safeguards, such as Completely Automated Public Turing test to tell Computers and Humans Apart ("CAPTCHA"), to prevent against malicious Internet registrations and other misuses.
- 8.19 Consumers accessing the National DNCL for any purpose via telephone (i.e., IVR, live operator, TTY) shall be greeted in both official languages, and immediately prompted to select the language of their choice that will apply to all further steps. Consumers calling from the Province of

- Quebec will be greeted in French first. Consumers calling from all other provinces will be greeted in English first.
- 8.20 The Consumer shall be able to make any selection in the National DNCL IVR using the touchtone dial pad on their telephone or spoken inputs that interpret using voice recognition.
- 8.20.1 The National DNCL IVR shall enable a Consumer to register or de-register a telecommunications number using as few steps as possible.
- 8.21 The National DNCL IVR shall enable a Consumer to reach a live operator at any time during a call.
- 8.21.1 In the introductory message and during any hold times, the National DNCL IVR shall promote the use of the interactive website to access information and functionality provided by the National DNCL in order to reduce the burden on live operators.
- 8.22 The CRTC Project Authority or a designated representative shall determine the type of mandatory and optional information that the National DNCL will collect from Consumers in relation to complaints of alleged violations of the *Unsolicited Telecommunications Rules*, including information regarding:
- a) the complainant (name, contact information) as well as information related to the telecommunications number that received the unsolicited telemarketing communications (e.g., business or residential);
 - b) information regarding the identity of the calling party or telemarketer (e.g., operating name, industrial sector, contact information, caller ID information);
 - c) the date and time of the call, the nature of the unsolicited telemarketing communications (e.g., solicitation, survey);
 - d) details regarding nature of the solicitation, if any, as well as details regarding the interaction with the Telemarketer, collected in the form pre-defined data fields or freeform comments, or both; and
 - e) a pre-existing relationship between the complainant and the calling party or telemarketer, if any.
- 8.22.2 The National DNCL shall not accept a complaint unless the complainant has provided all mandatory information.
- 8.22.3 The National DNCL shall standardize the format or information (e.g., postal codes, telecommunications numbers) to the greatest extent feasible.
- 8.23 The National DNCL shall enable a complainant to submit additional material that supports their complaint, including:
- 8.23.1 in the case of a complaint submitted via Internet, an electronic copy of a picture, a document (e.g., fax), a voicemail message or other audio file that accompanies the submission (i.e., additional material cannot be added to a complaint after submission);
- 8.23.2 in the case of a complaint regarding an unsolicited fax telecommunication submitted by the Consumer via telephone, a copy of the fax telecommunication submitted via e-mail or fax that includes a reference number provided to the complainant by the National DNCL Operator.
- 8.24 Following successful submission of a Consumer complaint, the National DNCL shall:

- a) provide immediate confirmation of successful submission to the Consumer via the same means that was used to make the request, as well as information regarding the subsequent use and disclosure of the information provided by the complainant;
 - b) record the date and time of the request, and the method used to submit the complaint;
 - c) generate information to be appended to the complaint that includes:
 - the registration status of the telecommunications number that received the unsolicited communications at the time of the alleged violation of the *Unsolicited Telecommunications Rules* (e.g., not registered, registered, registered but within grace period);
 - the registration and subscription status of the telemarketer or client of the telemarketer that allegedly communicated with the complainant, where possible based on the information provided by the complainant, and, if applicable, the date and time that the Subscriber last accessed the National DNCL to determine the registration status of the telecommunications number that received the unsolicited communications; and,
 - the nature of the alleged violation based on information provided by the complainant, as determined using criteria that are developed in consultation with and approved by the CRTC Project Authority or a designated representative.
- 8.25 The National DNCL Operator shall develop a public-facing API to enable Consumers to interact with the National DNCL using third party applications.
- 8.25.1 The National DNCL Operator shall develop terms and conditions, to be approved by the CRTC Project Authority or a designated representative, for the use of the public-facing API.
- 8.25.2 The National DNCL Operator shall develop and implement business and technical processes, (e.g., a certification process, the use of public key infrastructure) to authorize the interaction of third party applications with the National DNCL and to ensure that third parties adhere to the terms and conditions applicable to the use of the public-facing API.
- 8.25.3 The National DNCL Operator shall develop, publish and maintain documentation that enables a third party to develop applications that rely upon the API to allow Consumers to register their telecommunications number on the National DNCL, to verify the status of their registration, and to submit a complaint regarding alleged violations of the *Unsolicited Telecommunications Rules*. This documentation shall include detailed descriptions and specifications for:
- commands that can be issued to the National DNCL using the API;
 - the input parameters for each command; and,
 - expected responses, including possible error codes.
- 8.25.4 The National DNCL Operator shall maintain existing versions of the API for a period of no less than two years following the release of a subsequent version of the API in order to ensure that third parties can adopt the necessary changes to their applications in order to comply with the newer version of the API.
- 8.25.5 The National DNCL API shall employ the representational state transfer (or “REST”) model (i.e., be “RESTful), shall be accessed using Secure Hypertext Transfer Protocol

(HTTPS) and shall employ JavaScript Object Notation (JSON) or another human-readable format to interact with third party applications.

- 8.25.6 The National DNCL Operator shall implement measures to prevent unauthorized or illegitimate access to the National DNCL via the API (e.g., public key infrastructure, rate limiting).
- 8.25.7 For each interaction with the National DNCL via the API, the National DNCL Operator shall record the version of the API used as well as the name of the third party application that facilitated the request.

Registrant and Subscriber Actions on the National DNCL

- 8.26 The National DNCL Operator shall develop, implement and enforce terms and conditions related to the use of a subscription to the National DNCL. These terms and conditions will adhere to the requirements set out herein, and will be subject to approval by the CRTC Project Authority or a designated representative.
- 8.27 The National DNCL Operator shall enable Registrants to register themselves with the National DNCL, at no cost to the Registrant, via Internet using an interactive website.
- 8.27.1 The National DNCL shall collect mandatory and optional information from Registrants, as approved by the CRTC Project Authority or a designated representative, and as amended from time to time, including:
- general information regarding the Registrant's organization (e.g., legal name, operating name, name of parent company, address, telephone number, website, name and description of industry, number of employees and telemarketing agents);
 - an attestation that the Registrant is:
 - a Telemarketer that will be making telemarketing calls on its own behalf;
 - a Client engaging a Telemarketer to make telemarketing calls (i.e., Client of a Telemarketer); or,
 - an organization other than the above that requires access to the National DNCL in order to provide services to the Subscriber (e.g., a list scrubbing service, a Telemarketer making calls that are not exempt under the National DNCL Rules on behalf of the Subscriber), as well as the name of the Subscriber for whom it is providing services and whose subscription it will use to access the National DNCL.
 - in the case of a Telemarketer making calls on its own behalf of a Client of a Telemarketer, an attestation as to whether the telemarketing calls being made are exempt under the National DNCL Rules;
 - in the case of an organization that requires access to the National DNCL on behalf of a Subscriber, the name of the client for whom they are providing services and whose subscription they will use to access the National DNCL;
 - an attestation that the Registrant understands and will adhere to the terms and conditions of use for the National DNCL in respect of any subscriptions made on its behalf or made by another party who grants access to the Registrant;

- information regarding the Registrant's telemarketing activities (e.g., business names and telecommunications numbers displayed in Caller ID information when making telemarketing calls); and,
 - the name and contact information of between one (1) and three (3) representatives designated by the Registrant for administration of registrations and subscriptions to the National DNCL.
- 8.27.2 A Registrant shall be required to provide all mandatory information in order to complete a registration with the National DNCL.
- 8.27.3 The National DNCL shall standardize the format or information (e.g., postal codes, telecommunications numbers) to the largest extent feasible.
- 8.28 The National DNCL Operator shall validate the identity of Registrants prior to completing the registration request, using a method that is approved by the CRTC Project Authority or a designated representative, in order to prevent illegitimate access to the National DNCL.
- Note: The existing National DNCL Operator validates the identity of Registrants in conjunction with Dun & Bradstreet® (D&B®). Registration information that is provided to the National DNCL Operator is transmitted to D&B® and compared with information in the D&B® database. If a match between the registration information provided to the National DNCL Operator and D&B® is found, the registration process continues. If no match is found, the party seeking to register provides contact information to D&B® in order to establish a record and then the party is issued a D&B D-U-N-S® Number.
- 8.28.1 The National DNCL Operator shall not validate the identity of Registrants that were registered with the National DNCL prior to the Operational Start Date. The identity of these Registrants will be deemed to have been validated by the National DNCL Operator in effect at the time.
- 8.28.2 The National DNCL Operator shall not validate the identity of Registrants that request a renewal or reactivation of their registration.
- 8.28.3 In the event that the identity of a Registrant cannot be validated using the method approved by the CRTC Project Authority or a designated representative, the National DNCL Operator shall refer the request to the CRTC Project Authority or a designated representative for approval.
- 8.29 A Registrant's registration to the National DNCL shall remain in effect for a period of no less than twelve (12) months.
- 8.29.1 The National DNCL Operator shall permit a Registrant to renew or reactivate their registration to the National DNCL at any time.
- 8.29.2 In the event that Registrant completes the purchase of one or more subscriptions to the National DNCL for a period that extends beyond the expiry date of their registration, the expiry date for the registration will be modified to coincide with the end date of the subscription(s) that are the last to expire.
- 8.30 The National DNCL Operator shall enable a Registrant to purchase a subscription to the National DNCL, and shall accept payments via credit cards and electronic fund transfer debit made via Internet using the National DNCL interactive website.
- 8.30.1 The National DNCL Operator shall collect and remit sales, goods and services taxes in accordance with applicable laws.

- 8.30.2 Following payment of a subscription to the National DNCL, the National DNCL Operator shall provide immediate confirmation of the successful payment to the Subscriber, as well as instructions that will enable the Subscriber to access the Consumer telecommunications numbers registered on the National DNCL.
- 8.30.3 The National DNCL Operator shall enable a Subscriber to authorize other Registrants to access their subscription to the National DNCL, only if the other Registrant is an organization that requires access to the National DNCL in order to provide services to the Subscriber (e.g., a list scrubbing service, a Telemarketer making calls that are note exempt under the National DNCL Rules on behalf of the Subscriber).
- 8.30.4 The National DNCL Operator shall accept payment for a subscription to the National DNCL directly from a Subscriber, or from another party authorized on behalf of the Subscriber to access their subscription to the National DNCL, in order to to accommodate the business arrangements between the Subscriber and a third party.
- 8.31 The National DNCL Operator shall enable a Subscriber, or another Registrant authorized by the Subscriber, to access telecommunications numbers registered by Consumers on the National DNCL via an interactive website using a real-time query or by downloading a file containing those numbers, based on the nature of their subscription.
- 8.31.1 The National DNCL Operator shall only allow a Subscriber, or other Registrants authorized by the Subscriber, to access the telecommunications numbers on the National DNCL after receipt of payment for the associated subscription, and at any time during the period of the subscription.
- 8.31.2 Any given subscription to the National DNCL shall be valid for a period of not less than 31 days.
- 8.31.3 A Subscriber that purchases a subscription to query the registration status of an individual telecommunications number shall be able to do so for a period of thirty-one (31) days following the payment of the associated subscription.
- 8.31.4 The National DNCL Operator shall permit a Subscriber to perform a real-time query to determine whether multiple specific telecommunications numbers are registered on the National DNCL, but may impose a limit on the quantity of telecommunications numbers that may be included in a single query.
- 8.31.5 The National DNCL Operator shall enable a Subscriber that has subscribed to the National DNCL for one or more Numbering Plan Area (NPA) to download a file that:
- contains all telecommunications numbers on the National DNCL for the corresponding NPA(s);
 - is compressed or uncompressed, at the discretion of the National DNCL Operator; and,
 - is provided in a comma separated value (CSV), ASCII or XML tagged file format.
- 8.31.6 The National DNCL Operator shall not impose a limit on the frequency or number of times that a Subscriber can download the file containing the telecommunications numbers on the National DNCL to which they have purchased a subscription.
- 8.31.7 The National DNCL Operator shall maintain records associated with Subscriber access to the National DNCL, including:

- the date and time of the Subscriber access;
- the type of access method (i.e., real-time query or file download) and,
- the specific telecommunications numbers or NPAs that were accessed, as applicable.

8.32 The representative(s) designated by the Registrant shall be the only individuals authorized to view or modify to the Registrant’s profile, make subscriptions and authorize payments, access the telecommunications numbers registered by Consumers on the National DNCL in accordance with those subscriptions, request technical assistance regarding registration and subscriptions, or authorize other Registrants to perform these functions, as defined herein, on their behalf.

8.32.1 The National DNCL Operator shall provide unique credentials to the representative(s) designated by the Registrant that will permit access to an interactive website to manage their individual profile (e.g., modify or reset passwords), perform any of the functions of a Registrant or Subscriber, and access all records related to the registration and subscription (e.g., payment transactions, access to National DNCL).

8.32.2 The National DNCL Operator shall validate the e-mail address of each representative designated by a Registrant prior to granting access to the Registrant or Subscriber functions of the National DNCL interactive website.

8.32.3 The National DNCL Operator shall employ measures (e.g., limits on the number of failed login attempts) to prevent unauthorized access to the interactive website of the National DNCL, or any of its functions.

8.32.4 Prior to the expiry of a Registrant’s registration to the National DNCL, the National DNCL Operator shall notify all representatives designated by the Registrant to inform them of the expiry date of the registration.

8.32.5 Prior to the expiry of a Subscription to the National DNCL, the National DNCL Operator shall notify all representatives designated by the Subscriber or any other Registrant that has been authorized by the subscriber to access their subscription, to inform them of the expiry date of the subscription.

8.33 The National DNCL Operator shall provide technical support via e-mail to Registrants and Subscribers in order to ensure that these parties are able to complete functions using the National DNCL interactive website in order to adhere to their obligations under the National DNCL Rules.

8.34 The National DNCL Operator shall ensure that Registrants and Subscribers are able to access the National DNCL using the above-mentioned methods pursuant to the following standards for service availability.

Table 8 – Service Availability Standards for Registrant and Subscriber access to the National DNCL

Access Method	Hours of Operation	Availability	Maintenance Timeframe	Response Time
Complete registration, purchase subscriptions using credit cards, access the National DNCL via Internet	24/7	99%	12 midnight to 6:00 AM Eastern Time	N/A
Payment of subscriptions using electronic funds transfer (EFT) via Internet	8:30 AM to 4:30 PM in each	95%	12 midnight to 6:00 AM	1 business day

	Canadian time zone, Monday to Friday except statutory holidays		Eastern Time	
Technical support via e-mail	8:30 AM to 4:30 PM in each Canadian time zone, Monday to Friday except statutory holidays	95%	12 midnight to 6:00 AM Eastern Time	2 hours

Other Actions on the National DNCL

- 8.35 The National DNCL Operator shall monitor the regulatory environment for notices of Numbering Plan Area (NPA) Relief Planning,¹² and shall modify the Consumer registrations on the National DNCL to reflect any changes to telecommunications numbers that result from numbering changes.
- 8.36 The National DNCL Operator shall implement any measures, procedures, or processes that are approved by the CRTC to ensure that accuracy of the National DNCL, such as a one-time or periodic audit of the National DNCL or the removal of telecommunications numbers from the National DNCL following the disconnection of a Consumer’s telecommunications service.

Records

- 8.37 The National DNCL Operator shall develop and implement a data retention and disposition policy, subject to approval by the CRTC Project Authority or a designated representative, for all records collected and generated by the National DNCL, including those related to:
 - a) Consumer registrations, de-registrations, and requests to verify registration status;
 - b) Consumer complaints;
 - c) Registrant registration and subsequent modifications to the registration;
 - d) the purchase or renewal of a subscription, as well as the payment or refund of Subscription Rates and Regulatory Fees; and,
 - e) access to the National DNCL by a Subscriber or a third party authorized by the Subscriber.
- 8.37.2 The National DNCL Operator shall retain records for a minimum of five (5) years from the date of creation.
- 8.38 The National DNCL Operator shall maintain records related to the payment and refund of Subscription Rates and Regulatory Fees in accordance with Canadian generally accept accounting principles.

¹² Upon receiving notice from the Canadian Numbering Administrator (CNA), the CRTC will announce the establishment of a CRTC Interconnection Steering Committee Adhoc Relief Planning Committee to develop measures to address exhaustion of telecommunications numbers in a Numbering Plan Area. The CRTC announcement contains information related to participation in this public process.

8.38.1 The National DNCL Operator must retain records to ensure the Subscription Rates and Regulatory Fees paid are consistent with the fee structures approved by the CRTC.

8.39 The National DNCL Operator shall backup all records collected and generated by the National DNCL, and shall conduct regular audits to ensure the integrity of the records, pursuant to the following intervals.

Table 9 – National DNCL Backup and Audit Schedule

Services	Timeframes / Frequency
Incremental Backup	Nightly
Full Backup (off-site)	Weekly
Verification of data integrity of backups	Weekly at random intervals

8.40 The Contractor shall retain records and dispose of records in accordance with the applicable Treasury Board of Canada Secretariat policies, and applicable Federal statutes and Government of Canada policies such as the *Privacy Act*, the *Personal Information Protection and Electronic Documents Act*, as well as *Privacy and Data Protection Policies*, *Information Policies*, and *Security Policy*.

Reports

8.41 The National DNCL Operator shall generate and provide regular and *ad hoc* reports, with the content as stipulated by the CRTC Project Authority or a designated representative, that will enable the CRTC to fulfill its reporting requirements and monitor the operation of the National DNCL, and that will support the CRTC’s compliance and enforcement activities, among other things. These reports include, but are not limited to reports related to:

- a) the volume of Consumer registrations and de-registrations, and requests to verify the registration status of a telecommunications number, by method used, in total and by time period;
- b) the volume of telecommunications numbers registered and de-registered by province and/or area code;
- c) the number of complaints received and transmitted to the CRTC by type of complaint and by subscriber or telemarketer registrant, by method, in total and by time period;
- d) the number of Registrants and subscriptions purchased, by type of subscription and by Registrant, in total and by time period;
- e) the funds collected pursuant to Subscription Rates and Regulatory Fees, in total and by time period;
- f) metrics and other information related to Consumer, Registrant and Subscriber access to, and use of, the National DNCL;
- g) Metrics and other information related to access to the National DNCL databases by authorized persons who are employed or engaged by the Contractor; and,
- h) all capital and operational costs related to the transition, design, development, implementation, operation, maintenance and support of the National DNCL.

8.42 The Contractor shall provide a summary report and detailed report of the Subscription Fees and Regulatory Fees on a monthly basis within five (5) business days of the end of each month and annually within 30 days from the end of the CRTC’s fiscal year.

- 8.43 The National DNCL Operator may be required to adapt the output of its work to ensure compatibility with the technology used by the CRTC, to ensure that its resources are properly trained and equipped to work with the CRTC's technology and standard office software – currently, Microsoft 2013 Suite (Word, Excel, Outlook, and PowerPoint). Changes to the CRTC software suite requirements will be communicated and any changes managed through the change management process agreed to by the CRTC and the Contractor pursuant to 5.2(d).

Transmission of information to the CRTC

- 8.44 The Contractor shall obtain a GCKey account in order to facilitate the secure transmission of all reports, data and other information to the CRTC.
- 8.45 The Contractor shall send information to the CRTC that is requested on an *ad hoc* basis either electronically via GCKey or via encrypted email.
- 8.46 The National DNCL Operator shall develop and implement a process, in collaboration with the CRTC Project Authority or their delegate, and subject to their approval, to replicate or transfer all records that pertain to registrations, subscriptions, and complaints to the CRTC in order to facilitate the CRTC's compliance and enforcement activities.
- 8.46.1 The National DNCL Operator shall actively participate in any audit of the records transmitted to and held by the CRTC at the request of the CRTC in order to ensure the integrity of the information that is relied upon by the CRTC in the exercise of its compliance and enforcement functions.
- 8.46.2 The National DNCL Operator shall ensure that all records are transmitted to the CRTC within one (1) business day of the collection or creation of the record.
- 8.46.3 The National DNCL shall ensure that all records are transmitted to the CRTC using a secure mechanism that is deemed appropriate and acceptable for Protected A information.

Collection, remittance and refund of Regulatory Fees

- 8.47 The National DNCL Operator, in its capacity as the National DNCL Fees Collection Delegate, shall collect and remit Regulatory Fees to the CRTC through the Receiver General of Canada by way of electronic funds transfer by direct deposit with no percentage withheld by the Contractor.
- Note: The CRTC will provide written notice to the Contractor of the Regulatory Fees to be collected within thirty (30) days of the publication of the Government of Canada Expenditure Plan and Main Estimates (Part I and II), if applicable, within thirty (30) days of the publication of any changes to those costs set out in the Supplementary Estimates.
- 8.47.1 The Contractor shall transfer funds collected on behalf of the CRTC on a monthly basis within five (5) business days of the end of each month. Funds collected in March of each fiscal year shall be transferred to the CRTC before the 31st of that month. Any outstanding funds collected between the funds transfer date in March and the end of the fiscal year shall be accounted for within five (5) business days of the end of March.
- 8.47.2 The National DNCL interactive website shall clearly indicate to Subscribers that Regulatory Fees are distinct from Subscription Rates.
- 8.47.3 During any Government fiscal year, any funds collected by the Contractor as the National DNCL Fees Collection Delegate will be kept and accounted for separately from any other funds collected by the Contractor.

- 8.47.4 The total amount of Regulatory Fees remitted to the CRTC in each Government fiscal year shall not exceed the CRTC's Telemarketing Regulatory Costs.
- 8.48 Within ninety (90) days after the end of any given Government fiscal year, and pursuant to approval from the CRTC, the National DNCL Fees Collection Delegate shall refund any Regulatory Fees that exceed the CRTC's Telemarketing Regulatory Costs.
- 8.48.1 The National DNCL Operator shall calculate the amount to be refunded, over a \$5 minimum amount for each Subscriber, according to section 4(3) of the *Unsolicited Telecommunications Fees Regulations*.
- 8.48.2 The National DNCL Operator shall be responsible for administering any refunds resulting from an overpayment of Regulatory Fees to telemarketers.
- 8.49.1 In the case where the National DNCL Operator cannot refund an overpayment of Regulatory Fees, these funds shall be reinvested into the operation of the National DNCL.

9. APPROACH AND METHODOLOGY

- 9.1 The management by the Contractor of service delivery to the CRTC in relation to the National DNCL shall be undertaken in accordance with all applicable Acts, Codes, Agency and/or federal government regulations, policies and procedures.
- 9.2 In providing the services described herein, the Contractor shall utilize industry accepted methodologies and approaches, within each of the following areas.
- a) Project management
 - b) Quality and compliance assurance
 - c) Data collection and information management
 - d) Work planning and management
- 9.3 Notwithstanding the methodologies and approaches proposed by the Contractor, the Contractor shall operate within the minimum obligations of the Treasury Board Secretariat's Enhanced Management Framework (EMF). The EMF is an integrated management model comprised of principles, best practices, methodologies, tools and templates, designed to improve the Canadian Governments capability to manage its IM/IT investments, successfully deliver IM/IT projects, and minimize risks.

10. PERFORMANCE STANDARDS

- 10.1 All deliverables, services, documentation and reports rendered by the Contractor are subject to the inspection and approval of the CRTC Project Authority or their designated representative. The CRTC Project Authority or their designated representative shall have the right to reject or to require correction to any such deliverable, service, document or report.
- 10.2 The Contractor shall be found to be in major breach of the Performance Standards in the event of:
- a) disclosure of personal information within the National DNCL to persons not authorized to receive such information, or breach of applicable federal law concerning the protection of personal information;
 - b) destruction of records required to be maintained by law or under the terms and conditions of the Contract;

- c) unauthorized sale of subscriptions to the National DNCL, or the disposition of Consumer telecommunications numbers registered on the National DNCL to persons who have not purchased a subscription or who have not been granted access by a Subscriber ;
 - d) failure to comply with requirements and standards for disaster recovery, as set out in the Disaster Recovery Plan; and,
 - e) failure to perform any other condition or term of the Contract, which, if capable of being remedied, is not remedied within thirty (30) days of notice of such failure being given to or by the CRTC.
- 10.3 The Contractor shall be found to be in minor breach of the Performance Standards in the event of:
- a) failure to attain the Service Availability Standards for Consumer, Registrant and Subscriber access to the National DNCL as set out in sections 8.9 and 8.34 ; and,
 - b) failure to meet any of the other terms and conditions of the Contract.
- 10.4 Any major breach of the Performance Standards by the Contractor will cause damage to the CRTC.
- 10.5 In the event that the Contractor fails to comply with the conditions of the Contract or is found to be in major breach of the Performance Standards, as identified in CRTC's review of the Contractor's work, CRTC reserves the right to terminate the Contract in accordance with General Conditions – Higher Complexity (2035 Section 29 – 2016-04-04), set out in the Standard Acquisition Clauses and Conditions ("SACC Manual", <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).
- 10.6 The materials developed in relation to the National DNCL System within a phase of implementation of the National DNCL and within any prior phase, will become the property of the CRTC and the CRTC has the option of awarding a Contract to another qualified Contractor in order to complete the work.
- 10.7 In the event of a Minor Breach the Contractor shall be placed on notice that it has thirty (30) days to remedy such a breach and shall make provisions for the appointment and payment of an independent compliance audit to be reported to the CRTC Project Authority on a weekly basis until the CRTC Project Authority is satisfied that the breach has been remedied. Such an audit shall demonstrate that the breach has been remedied and the Contractor has met or exceeded their obligations in relation to the Performance Standards and Quality Assurance expectations set out in its approved quality control and release management strategy, to the National DNCL List Operator for a minimum of 30 consecutive days from the date of the remedied breach.
- 10.8 In the event that the Contractor does not remedy the Minor Breach to the satisfaction of the CRTC Project Authority, the Minor Breach shall be deemed a Major Breach.

Termination

- 10.9 The CRTC shall have the right on notice to the other party to terminate the agreement if:
- a) the Contractor files a voluntary petition in bankruptcy or insolvency or shall petition for reorganization under any bankruptcy law (and such is not dismissed within ten (10) days);
 - b) the Contractor consents to involuntary petition in bankruptcy or if a receiving order is given against it under the Bankruptcy and Insolvency Act or the comparable law of any other jurisdiction (and such is not dismissed within ten (10) days); or

- c) an order, judgment or decree entered by a court of competent jurisdiction, upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee in bankruptcy or liquidator of all or a substantial part of the Contractor's assets and such order, judgment or decree continues in effect for a period of thirty (30) consecutive days; provided, however, that such order, judgment or decree may remain in effect for longer than such thirty (30) days, if the other party is diligently appealing such order, judgment or decree.

10.10 Upon the Government terminating for convenience the Contract or part of the contract, the Contractor agrees not to take legal action against the CRTC or the Government of Canada; and the CRTC shall pay to the Contractor the percentages which follow of its Qualifying Capital Costs or those of the Contractor's undepreciated capital costs, as defined in the *Income Tax Act*,¹³ which qualify as Qualifying Capital Costs, whichever is the lesser amount (such lesser amount to be called, for the purposes of the present paragraph, Qualifying Capital Investments), as compensation for investments made by the Contractor with respect to non-fungible hardware and software capital expenditures in order to maintain the service at its current service levels:

- Termination on or within 6 months of the date of the agreement resulting from the current RFP – 100% of the Qualifying Capital Investments.
- Termination on or within one year of the date of the agreement resulting from the current RFP – 80% of the Qualifying Capital Investments.
- Termination on or within two years of the date of the agreement resulting from the current RFP – 60% of the Qualifying Capital Investments.
- Termination on or within three years of the date of the agreement resulting from the current RFP – 40% of the Qualifying Capital Investments.
- Termination on or within four years of the date of the agreement resulting from the current RFP – 20% of the Qualifying Capital Investments.
- Termination after four years of the date of the agreement resulting from the current RFP – 0% of the Qualifying Capital Investments.
- If part of the contract is cancelled, the above amounts will be prorated in proportion of the importance of the part of the contract that is cancelled to the totality of the contract.

Transfer of Rights

10.11 Upon the termination of the contract, the Contractor undertakes to transfer the National DNCL, including the website, together with all necessary search engines, database software and other required software to the CRTC or to another third party operator selected by the CRTC. Notwithstanding the foregoing, the Contractor and any sub-contractors it has engaged to fulfill its obligations as the National DNCL Operator, will not be required to transfer the ownership of any software developed in accordance with Sections 18.10, 18.12 and 18.13. Such software shall be licensed in accordance with Section 178.5 and following. The Contractor undertakes that this transfer will be performed with minimal interruption to the operation of the National DNCL and without loss of data. Such a transfer of the National DNCL shall be performed over a six (6) month period or sooner following notice from the CRTC that this contract will be terminated or not

¹³ *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.).

renewed. Within thirty (30) days following receipt of such notice, the CRTC and the Contractor shall agree to an implementation plan for the transfer of the National DNCL to be completed within the aforementioned six (6) month period or sooner.

- 10.12 The rights under upon termination shall be in addition to such other rights which may be available to the CRTC at law, under this contract or otherwise.
- 10.13 The CRTC may recover as damages, all sums incurred in connection with the transfer of service following early termination of the agreement, including special, incidental and consequential damages.
- 10.14 In order to ensure that title to the intellectual property underlying the National DNCL (together with access to all such materials reasonably required by the CRTC to carry out the operation, maintenance and support of the National DNCL) does not vest in the trustee, in the event of the bankruptcy or insolvency of the Contractor, the Contractor will enter into a Trust Agreement satisfactory to the CRTC to deposit the Source Code necessary to the operation of the National DNCL in escrow with an agent as trustee for the benefit of the CRTC.

11. REPORTING AND COMMUNICATION

- 11.1 Notwithstanding what is already specified elsewhere herein concerning the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the CRTC Project Authority and their designated representative(s).
- 11.2 Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation and results of work, to ensure that the work is progressing well and in accordance with expectations. Communication may include (but is not limited to) phone calls, electronic mail, faxes, mailings and meetings.
- 11.3 The Contractor shall provide written progress/status reports relating to the delivery of specific services and the completion of all tasks, as well as any identified risks, setbacks or delays that may affect the project schedule.
- 11.4 In addition, the Contractor shall immediately notify the CRTC of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under the Contract, adhere to the schedule of deliverables specified herein, and in the Contractor's Project Plan and Timeline, or could adversely affect the design or operation of the National DNCL System, as they arise.

12. RISKS AND CONSTRAINTS

- 12.1 The CRTC recognizes that demand for subscriptions to the National DNCL may change over time. It is possible that subscriptions may decline over time and that this may have a negative financial impact on the National DNCL Operator. Notwithstanding this possibility, and as set out in more detail herein, it is anticipated that Canadian business will continue to utilize telemarketing to reach the Canadian public, and that the CRTC's outreach, compliance promotion and enforcement activities will result in consistent demand for subscriptions to the National DNCL.
- 12.2 The legislative and regulatory environment of the telecommunications industry is subject to changes, both within and beyond the CRTC's control. Statutory or regulatory changes may directly or indirectly affect the National DNCL over the duration of this Contract.

13. CONTRACTOR RESPONSIBILITIES

- 13.1 In fulfilling the terms and conditions of the resulting Contract, the Contractor agrees to:
- a) provide a mutually agreed-upon principal point of contact for the Contractor, who will be actively involved in, and responsible for, all activities undertaken;
 - b) provide a work plan, schedule and confirmation of the previously provided estimates of all costs/prices, prior to the commencement of work on each Phase of the project;
 - c) complete assigned work according to pre-defined schedules and standards;
 - d) provide Quality Assurance monitoring on all deliverables, and,
 - e) as required, liaise with the CRTC Project Authority for meetings, project reviews and other related project management activities.
- 13.2 It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its deployed personnel in accordance with the terms and conditions of the Contract in the completion of all work, and in the spirit of the values and ethics code for the Public Service.
- 13.3 The Contractor shall keep, in accordance with Canadian generally accepted accounting principles, books, statements, accounts, and records pertaining to the transition, design, development, implementation, operation and management of the National DNCL and shall deliver to the CRTC all such books, statements, accounts, and records within forty-five business days following the expiration or termination of any contract that may be entered into with the CRTC.
- 13.4 The Contractor shall grant access to the CRTC's appointed Auditor (upon reasonable advance notice to the Contractor and subject to providing a reasonable and appropriate confidentiality agreement) to the books, statements, the expense and revenue accounts and records of the Contractor relating directly to the design, development, implementation, operation, and management of the National DNCL and its obligations as the National DNCL Fees Collection Delegate. Such access shall be for the purposes of determining compliance with the terms and conditions of the Contract.

14. GOVERNMENT REPRESENTATIVE AND SUPPORT

- 14.1 The CRTC Contracting Authority will be the CRTC Secretary General, or a designated representative.
- 14.2 The CRTC Project Authority will be the Chief Compliance and Enforcement Officer or a designated representative.
- 14.3 The domain Name that will be used for the National DNCL website is registered to the CRTC and is a gc.ca type of domain name that can be accessed by the public. The CRTC shall make the domain name accessible to the Contractor for provision of services related to the operation of the National DNCL System for the duration of the Contract.
- 14.4 As required, for the completion of the work, the CRTC will also provide the following for the completion of the work under this Contract
- a) Access to the CRTC's facilities and/or the Project Authority and/or the CRTC's personnel as required for the successful provision of System Development, Implementation and Support services;
 - b) Access to relevant documentation and reference materials to which the Contractor would not otherwise have access;

- c) Review of reports/submissions, as required, and the provision of comments/suggested revisions, in a timely manner;
 - d) The CRTC will be responsible for approving Subscription Rates.
 - e) Appoint an Auditor for the purposes of determining compliance with the terms and conditions of the contract between the CRTC and the Contractor, and
 - f) Other assistance and support as appropriate.
- 14.5 The CRTC will consider the Contractor's proposed Subscription Rates, if applicable, within thirty (30) days of receipt if possible, and in any event, as soon as possible after that time.
- 14.6 The CRTC is responsible for conducting all compliance promotion and outreach activities to Registrants and Subscribers to the National DNCL.
- 14.7 In addition to the reports provided to the CRTC by the Contractor, the CRTC will monitor the Contractor's ongoing service levels by conducting review meetings with the Contractor on an as-and-when-required basis, to monitor Development, Implementation and Support services progress related to the National DNCL System, as well as to exchange information relevant to: chronic problem areas, action plans, and pending planning activity.

15. LOCATION OF WORK AND TRAVEL

- 15.1 The CRTC Headquarters is located in Gatineau, Quebec.
- 15.2 The primary operations of the current National DNCL Operator are located in Montreal, Quebec.
- 15.3 It is anticipated that the majority of the work will be conducted at the Contractor's work location; however, travel to the CRTC Headquarters and to the site of the current National DNCL Operator will be required, as may some travel to other locations.
- 15.4 The Contractor shall be responsible for all expenses involving travel required for the completion of the work under this Contract.

16. LANGUAGE OF WORK

- 16.1 As an organization of the federal government, the CRTC is required under the *Official Languages Act* to provide its services in both official languages of Canada.
- 16.2 The Contractor shall provide all written deliverables to CRTC in either official language.
- 16.3 The Contractor shall ensure that all verbal and written communication with the CRTC is in either official language.
- 16.4 Requirements for the provision of services to the public in both official languages are set out in the Functional Requirements section of this document.

17. SECURITY REQUIREMENTS AND INSURANCE

Personnel Security

- 17.1 The Contractor shall ensure that all resources are in possession of the required clearance. Those resources of the Contractor not in possession of the requisite security clearance must agree to be sponsored by the CRTC, following Contract Award, to obtain a valid Government of Canada security clearance before any work commences.

- 17.2 All Contractor resources shall possess a Government of Canada security clearance at a minimum of Reliability Status prior to commencing work upon the Contract.

Facilities

- 17.3 A Designated Organization Screening (DOS) is required, with approved Document Safeguarding at the level of Protected A.

Information Technology Media

- 17.4 The Contractor shall not perform any Protected Automatic/Electronic Data Processing and/or production until CRTC has issued written approval. After approval has been granted or approved, these tasks shall be performed at the level of Protected A with an IT Link at the level of Protected A.

National DNCL System Functionality

- 17.5 The information the Contractor shall gather, generate and maintain within the National DNCL System's database has been determined to be Protected A.
- 17.6 The National DNCL System shall comply with the security and privacy restrictions for access to personal and sensitive information laid out within the *Privacy Act, the Personal Information Protection and Electronics Documents Act*, Information Policies, Security Policy, Communications Policy for the Government of Canada, and the Use of Electronic Networks Policy.

Location of National DNCL Server and Databases

- 17.7 The CRTC has an obligation to ensure that Canadian statutes, regulations, and policies on privacy protection are respected and, in particular, that personal information is protected in accordance with the *Privacy Act, R.S. 1985, c. P-21, the Personal Information Protection and Electronic Documents Act, 2000, c. 5, and federal privacy policies.*
- 17.8 The Contractor shall ensure that:
- a) All aspects of data processing are conducted and only accessible in Canada.
 - b) The database is located in Canada.
 - c) The database is physically independent from all other databases, directly or indirectly, that are located outside Canada.
 - d) The database has appropriate Document Safeguarding Capability for data storage and transfer, including during data transmission if cloud storage is employed in accordance with the Government of Canada's GC IT Strategic Plan and in the GC Cloud Adoption Strategy.

Certification from the Contractor stating the following:

- 17.9 The Contractor hereby certifies that it has reviewed the requirements of this RFP, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Contractor also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the *Privacy Act R.S. 1985, c. P-21, the Personal Information Protection and Electronic Documents Act, 2000, c. 5, and Treasury Board privacy policies.*
- 17.10 This certification shall be true and correct throughout the term of the resulting contract with the same force and effect as if continuously made throughout the term of the resulting contract.

- 17.11 Furthermore, the Contractor acknowledges that the CRTC shall rely on this certification to award the contract. Should the Contractor fail to comply with this certification or in the event that verification or inspection by the CRTC discloses a misrepresentation on the part of the Contractor, the CRTC shall have the right to treat any contract resulting from this request for proposals as being in default and to terminate it pursuant to the default provisions of the contract.

Insurance

- 17.12 The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements will not release the Contractor from or reduce its liability under the Contract.
- 17.13 The Contractor is responsible to decide if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage will be at the Contractor's expense, and for its own benefit and protection.
- 17.14 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to the CRTC a certified true copy of all applicable insurance policies.

Commercial General Liability

- 17.15 Commercial General Liability insurance shall be effected by the Contractor within 3 weeks of award of contract, and maintained in force throughout the duration of the Contract such that the Contractor is able to fulfill all its obligations under the Contract, including potentially paying the CRTC for all losses and damages suffered in the event of default or indemnifying the CRTC., but, in any case, for a limit of liability not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 17.16 The following endorsements must be included:
- a) Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by the Canadian Radio-television and Telecommunications Commission.
 - b) Notice of Cancellation or Amendment: The Contractor/Insuree agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation or amendment.
 - c) Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d) Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.
 - e) Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
 - f) Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, shall be included as additional insured.

- g) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability.
- h) Non-owned Automobile: To protect the Contractor for liabilities arising by its use of vehicles owned by other parties.
- i) Personal Injury Broad Form: While not limited to, the endorsement should include coverage for violation of privacy, libel and slander, false arrest, detention or imprisonment and defamation of character.
- j) Products and Completed Operations Broad Form: While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.

18. INTELLECTUAL PROPERTY

- 18.1 The following intellectual property rights belong to the CRTC.
- a) The National DNCL database, which includes the repository for all data collected from consumers and telemarketers related to the services offered as defined in herein.
 - b) The content of the National DNCL interactive website.
 - c) The call flows and content of the interactive voice response system (IVR), as well as any templates or scripts used by live operators in the provision of information or services to the public.
- 18.2 “Intellectual Property Right” means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders’ rights) or arising from protection of information as a trade secret or as confidential information;
- 18.3 “Software” means any computer program whether in source or object code (including firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing;
- 18.4 The National DNCL, including the underlying data, and the website shall be the property of the CRTC.
- 18.5 The Contractor shall execute all conveyances contracts and assignments necessary to transfer intellectual property rights in the National DNCL to the CRTC, as the CRTC shall require, and afford the CRTC all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- 18.6 Notwithstanding the foregoing, the CRTC agrees that the transfer of any Intellectual Property Rights in third party (including Subcontractors) software or other third party technology in the National DNCL will be effected by transfer or provision of license rights in such third party Intellectual Property Rights and ownership shall remain with such third party.
- 18.7 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into the website and all parts of the National DNCL that are subject to copyright, regardless of the form in or medium upon which it is recorded:
- HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

OR

- SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)

18.8 The material on the CRTC DNCL website is covered by the provisions of the *Copyright Act*, by Canadian laws, policies, regulations and international agreements. Such provisions serve to identify the information source and, in specific instances, to prohibit reproduction of materials without written permission.

Grant of License

18.9 Without restricting the scope of any licence or other right in the Information that the CRTC may otherwise hold, the CRTC will grant to the Contractor, for the duration of the contract, in relation to intellectual property rights described herein, a non-exclusive, fully- paid and royalty-free license to exercise such Intellectual Property Rights necessary for the performance of the National DNCL.

18.10 Without restricting the scope of any license or other right in the Information that the CRTC may otherwise hold, the Contractor hereby grants to the CRTC, in relation to any custom-designed or custom-manufactured part of the National DNCL, a non-exclusive, perpetual, irrevocable, fully-paid and royalty-free license to exercise such Intellectual Property Rights in the part incorporated into the National DNCL or necessary for the performance of the National DNCL as may be required for the following purposes:

- a) for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the National DNCL;
- b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the National DNCL by the CRTC if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul; and
- c) for disclosure to any contractor engaged by the CRTC (or bidder for such a contract) to be used solely for the purpose set out in this clause, but in the case of clause 18.10.b), only if the Contractor is unable or unwilling to provide the spare parts on reasonable commercial terms and within reasonable delivery times;

18.11 The Contractor agrees to make any such information (including, in the case of Software developed by it, underlying source code) promptly available to the CRTC for any such purpose.

18.12 This section shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract or the intellectual property rights thereof are held by any third party independent of the Contractor. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to the CRTC for a purpose set out herein shall apply only to source code that is within the control of or can be obtained by the Contractor or any subcontractor, and in that event the Contractor shall, if requested by the CRTC, make the source code available to the CRTC within reasonable delivery times and on reasonable other commercial terms.

18.13 Where the Intellectual Property Rights in any Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with the requirements set out herein or arrange for the Subcontractor to convey directly to the CRTC the same rights by execution of the form provided for that purpose by the CRTC, in which case the Contractor shall deliver that form to the CRTC, duly completed and executed by the Subcontractor, no later than the time of disclosure to the CRTC of that Information.

- 18.14 The Contractor represents and warrants that the Contractor has, or the Contractor shall obtain, without delay, the right to grant to the CRTC the license to exercise any Intellectual Property Rights held by it as required by the Contract.

Availability of Source Code

- 18.15 This section applies if the Contract does not otherwise require the Contractor to provide the source code for the Licensed Software to the CRTC.
- 18.16 If the Contractor and the CRTC have not entered into a separate escrow agreement concerning the source code with an escrow agent on or prior to the effective date of the Contract, the Contractor shall put in place for the CRTC, at no additional charge, whatever escrow arrangements, if any, it (or its Subcontractor) usually puts in place for its Customers, and shall give the CRTC, within thirty (30) days of the date of execution of the Contract, a copy of the agreement with its escrow agent which sets out the terms under which the escrow agent is authorized to release the source code to the CRTC.

19. GREEN PROCUREMENT AND SERVICES

- 19.1 The Contractor shall ensure, where possible, that all materials employed and work methods utilized by both the Contractor and its deployed resources and Sub-Contractors shall enable the CRTC's commitment to the Government of Canada's Green Procurement Strategy.

20. COMMENCEMENT, DURATION AND AWARD

- 20.1 The Contract shall commence from date of signed Contract, and shall conclude five (5) years from that date.
- 20.2 The CRTC reserves the right to extend the duration of the Contract by up to two (2) additional two (2) year periods and one (1) additional one (1) year period, at the CRTC's sole discretion.

21. CHANGE MANAGEMENT PROCEDURES

- 21.1 Any changes to the Contract shall be negotiated by the Contractor and the CRTC Contracting Authority, and authorized in writing through a contract amendment. No changes will be made without prior approval of the CRTC Contracting Authority.

22. CONTRACTOR'S PROPOSAL

- 22.1 The Contractor's Proposal, insofar as it is not at variance with anything contained herein, shall apply and form part of this Agreement.

23. APPROPRIATE LAW

- 23.1 Any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 23.2 The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its proposal, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

24. ASSIGNMENT

- 24.1 Any resulting Contract shall not be assigned, in whole or in part, by the Contractor without prior consent in writing of the CRTC Contracting Authority and any purported assignment made without that consent is void and of no effect.
- 24.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the CRTC, unless otherwise agreed to in writing by the CRTC Contracting Authority.

25. SCHEDULE 1

This Schedule sets out, for guidance, the costing categories for Qualifying Capital Costs and Qualifying Operating Costs.

If the Contractor proposes a change to the classification of costs from a Capital Cost to an Operating Cost or vice versa, the Contractor should provide an explanation for that change.

Moreover, if costs not in this Schedule are to be incurred, these shall be identified along with a rationale for their inclusion.

DNCL - RFP Statement of Work - Cost Categories Table	Capital	Operating
Information management and technology (IM/IT) - Hardware		
Acquisition of servers	✓	
Acquisition of network attached storage	✓	
Acquisition of networking and network security equipment	✓	
Installation and configuration of IM/IT hardware	✓	
Maintenance and support costs associated with IM/IT hardware		✓
Expenses associated with Internet Connections, Links between Primary and Secondary Sites, and Management Links		✓
Costs associated with cloud computing and storage		✓
Information management and technology (IM/IT) - Software		
Acquisition of software licences	✓	
Software application development costs	✓	
Development of reporting functionality	✓	
Renewal of software licence, or associated maintenance and support costs		✓
Design and development of the National DNCL interactive website	✓	
Website and web application support and maintenance		✓
Call centre / Client services		
Acquisition and configuration of the interactive voice response system and call centre systems (e.g., telephony, fax, online chat, TTY)	✓	
Ongoing licensing or subscription costs associated with call centre infrastructure or systems		✓
Telephone and fax telecommunications usage costs (e.g., toll-free costs)		✓
Support to Consumers, Registrants and Subscribers		✓
Validation of telemarketer identification		
Validation of telemarketer identification		✓
Payment processing and accounting		
Payment processing of Subscription Rates and Regulatory Fees		✓
Remittance of Regulatory Fees to CRTC, and refunds as required		✓
Program management		
Initial configuration of office space and workstations	✓	

Facilities to house call centre staff, hardware, project management and other staff		✓
Project Management		✓
IM / IT and Security Management		✓
Costing development		✓
Legal Support		✓