



REQUEST FOR PROPOSALS

CRTC FY 2017/18 RFP # 18-0001

OPERATOR OF THE
NATIONAL DO NOT CALL LIST

Table of Contents

PART 1	GENERAL INFORMATION	4
1.1	INTRODUCTION	4
1.2	SUMMARY	4
1.3	DEBRIEFINGS	5
1.4	REFERENCE DOCUMENTS	5
1.5	GLOSSARY	6
PART 2	BIDDER INSTRUCTIONS	9
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	9
2.2	SUBMISSION OF BIDS	10
2.3	FORMER PUBLIC SERVANT	11
2.4	ENQUIRIES – REQUEST FOR PROPOSALS	11
2.5	APPLICABLE LAWS	11
2.6	BASIS FOR THE OWNERSHIP OF INTELLECTUAL PROPERTY	11
PART 3	PROPOSAL PREPARATION INSTRUCTIONS	12
3.1	PROPOSAL PREPARATION INSTRUCTIONS	12
3.2	SECTION I: TECHNICAL PROPOSAL	12
3.3	SECTION II: FINANCIAL PROPOSAL	13
3.4	SECTION III: CERTIFICATIONS	13
PART 4	EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1	EVALUATION PROCEDURES	13
4.2	BASIS OF SELECTION	13
PART 5	CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1	VERIFICATION OF CERTIFICATION AND INFORMATION	14
5.2	CERTIFICATIONS REQUIRED WITH THE PROPOSAL	14
5.3	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	15
PART 6	SECURITY, FINANCIAL AND OTHER REQUIREMENTS	15
6.1	SECURITY REQUIREMENTS	15
6.2	FINANCIAL CAPABILITY	16
PART 7	RESULTING CONTRACT CLAUSES	17
7.1	STATEMENT OF WORK	17
7.2	STANDARD CLAUSES AND CONDITIONS	17
7.3	SECURITY REQUIREMENTS	17
7.4	DISPUTE RESOLUTION SERVICES AND COMPLAINT	18

7.5	NO ASSIGNMENT	19
7.6	TERMINATION FOR CONVENIENCE	19
7.7	PERIOD OF THE CONTRACT	19
7.8	OPTION TO EXTEND THE CONTRACT	19
7.9	AUTHORITIES	19
7.10	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	20
7.11	PAYMENT	20
7.12	CERTIFICATIONS AND ADDITIONAL INFORMATION	20
7.13	APPLICABLE LAWS	20
7.14	PRIORITY OF DOCUMENTS	21
7.15	INSURANCE REQUIREMENTS	21
7.16	LIMITATION OF LIABILITY	21
7.17	INDEMNITY AGAINST CLAIMS	21

PART 1 GENERAL INFORMATION

1.1 Introduction

1.1.1 This request for proposal is divided into seven (7) parts plus appendices:

- Part 1** General Information: provides a general description of the requirement
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the request for proposal
- Part 3** Proposal Preparation Instructions: provides Bidders with instructions on how to prepare their proposal
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection
- Part 5** Certifications and Additional Information: includes the certifications and additional information to be provided
- Part 6** Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.1.2 The appendices include:

- Appendix A** Statement of Work and Functional Requirements
- Appendix B** Selection and Evaluation Criteria
- Appendix C** Certifications
- Appendix D** Security Requirements Check List
- Appendix E** Information Technology Security Requirements

1.2 Summary

- 1.2.1 The Canadian Radio-television and Telecommunications Commission (CRTC) requires a Contractor capable of providing the transition, design, development, implementation, operation, maintenance, and support services to ensure the ongoing operation of the National Do Not Call List (National DNCL) upon expiry of the contract with the current List Operator.
- 1.2.2 The period of the Contract is from date of signed Contract to five (5) years from that date inclusive.
- 1.2.3 The CRTC reserves the right to extend the duration of the Contract by two (2) additional two (2) year periods and one additional option period of one (1) year for a cumulative total of five (5) years, at the CRTC's sole discretion under the same conditions, or modified conditions as agreed upon between the CRTC and the Contractor.
- 1.2.4 Functional components of the National DNCL are:
 - 1.2.4.1 IM/IT systems consisting of a website and associated database(s) to manage consumer registrations and complaints, as well as telemarketer registrations and subscriptions;

- 1.2.4.2 Client services to process consumer registrations and complaints, and to provide technical support to telemarketers;
 - 1.2.4.3 Payment processing and accounting to manage subscriptions to the National DNCL;
 - 1.2.4.4 Validation of telemarketer identification to prevent illegitimate access to the list; and
 - 1.2.4.5 The transfer of records to the CRTC.
- 1.2.5 There are security requirements associated with this requirement. For information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html) on the Government of Canada website (<http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>).

1.3 Debriefings

- 1.3.1 Bidders may request a debriefing on the results of the request for proposal. Bidders should make the request to the Contracting Authority within fifteen (15) working days of the award of the contract. The debriefing may be by telephone or in person.

1.4 Reference Documents

[Access to Information Act](http://laws-lois.justice.gc.ca/eng/acts/A-1/)

(<http://laws-lois.justice.gc.ca/eng/acts/A-1/>)

[Canada Buy and Sell website](https://buyandsell.gc.ca/)

(<https://buyandsell.gc.ca/>)

[Canadian Radio-television and Telecommunications Act](http://laws.justice.gc.ca/eng/acts/C-22/FullText.html)

(<http://laws.justice.gc.ca/eng/acts/C-22/FullText.html>)

[Contracting Policy Notice: 2012-2](http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp)

(<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>)

[Federal Contractors Program](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)

(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>)

[Federal Contractors Program for Employment Equity – Certification, Employment and Social Development Canada](https://www.canada.ca/en/employment-social-development/programs/employment-equity.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity.html>)

[Financial Administration Act](http://laws-lois.justice.gc.ca/eng/acts/F-11/)

(<http://laws-lois.justice.gc.ca/eng/acts/F-11/>)

[Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)

(<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>)

[Ineligibility and Suspension Policy - Integrity Provisions - Declaration of Convicted Offences](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>)

[Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>)

[Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html)

(<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>)

[Privacy Act](http://laws-lois.justice.gc.ca/eng/acts/p-21/)

(<http://laws-lois.justice.gc.ca/eng/acts/p-21/>)

[Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html)
(<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>)

[Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

[Supplementary Retirement Benefits Act](http://laws-lois.justice.gc.ca/eng/acts/S-24/FullText.html)
(<http://laws-lois.justice.gc.ca/eng/acts/S-24/FullText.html>)

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

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

1.5 Glossary

- 1.5.1 The following definitions and acronyms are relevant to and form a part of this document. The list provided below is not exhaustive, but is rather intended to ensure clarity of understanding of critical terms used within this request for proposal. It is imperative that questions of interpretation be directed to the CRTC Contracting Authority. Where a definition references an external document, the reference to that document is provided.

Term/Acronym	Definition
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, appendices, the Contractor's proposal or any other document.
Background Intellectual Property	Means all Intellectual Property that is not Foreground Intellectual Property.
Canadian Radio-television and Telecommunications Commission (CRTC)	Canadian Radio-television and Telecommunications Commission (CRTC), constituted under the <u>Canadian Radio-television and Telecommunications Act</u> (http://www.crtc.gc.ca/eng/home-accueil.htm). The CRTC is an administrative tribunal that regulates and supervises Canadian broadcasting and telecommunications in the public interest, as well as enhances the privacy and safety of Canadians.
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.
Contract	As per section 1 General Conditions 2035 (2016-04-04) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16), Contract means the Articles of Agreement, general conditions, any supplemental general conditions, appendices 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.
Cost Model	Refer to Appendix B for the Cost Model to be used as a guide and may be adapted by the Contractor.
Foreground Intellectual Property	Means Intellectual Property first conceived, developed, produced or reduced to practice as part of the work under a Crown procurement contract as set out under the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts (https://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html). The Intellectual Property in Foreground Information consists of material subject to copyright.
Former public servant	Any former member of a department as defined in the <i>Financial Administration Act</i> , R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be: <ul style="list-style-type: none"> a. an individual; b. an individual who has incorporated; c. a partnership made of former public servants; or d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
National Capital Region (NCR)	The region is comprised of Ottawa Ontario and Gatineau Québec.
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 subsection 41.3(1) of the Telecommunications Act (http://laws.justice.gc.ca/eng/acts/T-3.4/), to collect fees prescribed under section 41.21 of the Act and the Unsolicted 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 subsection 41.3(1) of the <u>Telecommunications Act</u> (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.
National DNCL Rules	The <u>Unsolicited Telecommunications Rules</u> (http://www.crtc.gc.ca/eng/trules-reglest.htm) include the National DNCL Rules set out by the CRTC that govern the requirements and restrictions for the use of the National DNCL by telemarketers, clients of telemarketers, and other subscribers to the National DNCL.
Protected A	Information related to other than the national interest that may qualify for an exemption or exclusion under the <u>Access to Information Act</u> (http://laws-lois.justice.gc.ca/eng/acts/a-1/) or the <u>Privacy Act</u> (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.
Subscriber	Any person who is a telemarketer, a client of a telemarketer, or any other person who accesses the National DNCL and who is responsible for payment of subscription rates and fees to the National DNCL operator.
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/), are charged to telemarketers by the National DNCL Operator and retained by the latter.
Subscription Fees	Fees prescribed under the <u>Unsolicited Telecommunications Fees Regulations</u> (http://laws-lois.justice.gc.ca/eng/regulations/SOR-2013-7/) that are collected by the national DNCL Fees Collection Delegate and remitted to the CRTC.
Telecommunications Act	<u>Telecommunications Act</u> S.C. 1993, c.38, as amended (http://laws.justice.gc.ca/eng/acts/T-3.4/).
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. The NANP is a telephone numbering plan that encompasses 25 distinct regions in twenty countries primarily in North America, including the Caribbean and the

	U.S. territories. Not all North American countries participate in the NANP.
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.
Transition	The process and period of changing from one National DNCL Operator to another, both at the beginning of the contract resulting from the current request for proposal, and at the end of the resulting contract. Intellectual Property and various other documentation will be transitioned as per Appendix A, Statement of Work, section 18, and as outlined in the Transition Plan provided by the current List Operator.
Unsolicited Telecommunications Fees Regulations	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/).
Unsolicited Telecommunications Rules	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.

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the request for proposal by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- 2.1.2 Bidders who submit a proposal agree to be bound by the instructions, clauses and conditions of the request for proposal and accept the clauses and conditions of the resulting contract. The SACC 2003 (2016-04-04) Standard Instructions – Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the request for proposal.
- 2.1.3 Subsection 5.4 of SACC 2003 (2016-04-04), Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows to require bids to remain valid for:

Delete: not less than 60 days

Insert: 120 days

- 2.1.4 Section 2 of [SACC Clause A0036T \(2007-05-25\), Basis of Selection – Highest Rated Within Budget](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A0036T/4) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A0036T/4), is amended as follows:

Delete: provided that the total evaluated price does not exceed the budget available for this requirement.

- 2.1.5 SACC Manual Clauses

The following clauses from the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/), (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/), issued by PWGSC have been used throughout this request for proposal and will form part of any resulting agreement.

Number	Date	Title (In order of appearance in the request for proposal and contract)
Request for proposals		
2003	2016-04-04	Standard Instructions – Goods or Services – Competitive Requirements
A3025T	2014-06-26	Former Public Servant – Competitive Bid
K3200T	2016-01-28	Basis for Canada's Ownership of Intellectual Property
C3011T	2013-11-06	Exchange Rate Fluctuation
A0036T	2012-05-25	Basis of Selection – Highest Rated Within Budget
A3005T	2010-08-16	Status and Availability of Resources
A3010T	2010-08-16	Education and Experience
A9033T	2012-07-16	Financial Capability
G1007T	2016-01-28	Insurance – Proof of Availability Prior to Contract Award
Contract		
2035	2016-04-04	General Conditions – Higher Complexity – Services
B4007C	2014-06-26	Statement of Work - Contract
A9022C	2007-05-25	Period of the Contract
A9009C	2008-12-12	Option to Extend the Contract
A3025C	2013-03-21	Proactive Disclosure of Contracts with Former Public Servants
4006	2010-08-16	Contractor to Own Intellectual Property Rights in Foreground Information
4002	2010-08-16	Software Development or Modification Services
G1001C	2013-11-06	Insurance – Specific Requirements
N0000C	2013-04-25	Limitation of Liability – Information Management/Information Technology

2.2 Submission of Bids

- 2.2.1 Proposals must be submitted only to the CRTC Procurement Unit by 14:00 Eastern Daylight Saving Time on ~~Thursday, 25 May 2017~~ [Thursday, 15 June 2017](#) at the following address.

Canadian Radio-television and Telecommunications Commission
Attention: Andrew McMillan, Procurement Unit

1 Promenade du Portage
Gatineau, Quebec, Canada
J8X 4B1

2.2.2 Bids transmitted by facsimile or email to the CRTC will not be accepted.

2.3 Former Public Servant

2.3.1 Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. To comply with Government of Canada policies and directives on contracts awarded to FPSs, Bidders must abide by applicable sections of the Government of Canada [*Contracting Policy*](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>).

2.4 Enquiries – Request for Proposals

2.4.1 All enquiries must be submitted in writing to the Contracting Authority ~~no later than ten (10) working days before the request for proposal closing date on or before Thursday, 11 May 2017.~~ Enquiries received after that time may not be answered.

2.4.2 Bidders should reference as accurately as possible the numbered item of the request for proposals to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail to enable the CRTC to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such, except where the CRTC determines that the enquiry is not of a proprietary nature. The CRTC may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the response to the enquiry can be provided to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by the CRTC. If the CRTC does not consider the question proprietary, the question and answer will be made available to all Bidders by addendum through the Government of Canada [*Buyandsell*](#) website (<https://buyandsell.gc.ca/>).

2.5 Applicable Laws

2.5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

2.5.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, Bidders acknowledge that the applicable laws specified are acceptable to the Bidders.

2.6 Basis for the Ownership of Intellectual Property

2.6.1 Subject to clause 2.6.2, and the Intellectual Property provision of Appendix A, Statement of Work, ownership of Intellectual Property (IP) rights arising from the performance of the Work under the resulting contract will belong to the Contractor, under the following circumstances, as set out in the [*Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*](#) (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>) unless the Contractor declares in writing that the Contractor is not interested in owning the Foreground Intellectual Property right(s).

2.6.2 Contractor ownership of Foreground and/or Background IP shall not preclude the CRTC or its delegate from using the Foreground and/or Background IP, and the Contractor shall grant to the CRTC a royalty-free licence to have the right to use, or have used by a third party, the

Foreground and/or Background IP owned by the Contractor as provided for in Section 18 (and associated Intellectual Property provisions) of the Statement of Work (Appendix A). The contractor shall also be required to obtain from its subcontractors those ownership or licence rights that the Contractor commits, in Section 18 of the Statement of Work (Appendix A), to provide to the CRTC or its delegate.

PART 3 PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Preparation Instructions

3.1.1 The CRTC requests that Bidders provide their proposal in separately bound sections in either English or French as follows:

Section I: Technical Proposal: one (1) hard copy and one (1) soft copy on encrypted USB Storage.

Section II: Financial Proposal: one (1) hard copy and one (1) soft copy on encrypted USB Storage in a separately sealed envelope.

Section III: Certifications: one (1) hard copy.

3.1.2 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

3.1.3 The CRTC requests that Bidders follow the format instructions described below in the preparation of their bid:

(a) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and

(b) Use a numbering system that corresponds to the request for proposals.

3.1.4 In April 2006, Canada issued a [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>) directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into their procurement decision-making process. To assist Canada in reaching its objectives, Bidders should:

(a) Use paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and

(b) Use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo-tangs or binders.

3.2 Section I: Technical Proposal

3.2.1 In their technical proposal, Bidders must demonstrate their understanding of the requirements contained in the request for proposal which includes the Statement of Work and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

3.2.2 The technical Proposal must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the request for proposal is not sufficient. To facilitate the evaluation of the proposal, the CRTC requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different

sections of their proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Proposal

3.3.1 In their financial proposal, Bidders must provide anticipated and maximum allowable Qualifying Capital Costs and Qualifying Operational Costs, as set out in section 3 of Appendix A, Statement of Work, and as evaluated in the point-rated criteria set out in Appendix B, Selection and Evaluation Criteria.

3.3.1.1 The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the proposal non-responsive.

3.4 Section III: Certifications

3.4.1 Bidders must submit the certifications and additional information required under Part 5.

3.4.2 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.4.2.1 As indicated in Part 6 (6.1 Security Requirements), the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State, Country
Postal Code / Zip Code

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Proposals will be assessed in accordance with the entire requirement of the request for proposals.

4.1.2 A review of the results of the proposals evaluation will be conducted before a contract is awarded.

4.1.3 Mandatory and point rated technical evaluation criteria are included in Appendix B – Selection and Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Selection will be based on the highest combined rating of technical merit.

4.2.1.1 To be declared responsive, a proposal must:

- (a) Comply with all the requirements of the request for proposals; and
- (b) Meet all mandatory evaluation criteria.; and
- (c) Obtain the required minimum of 55% of the points for each evaluation criterion associated with the Technical Proposal (R1, R2, and R3) that are subject to point rating.

4.2.1.2 Bids not meeting (a), (b) or (c) above will be declared non-responsive. The responsive proposal with the highest number of points and a minimum of 55% of the points for each point-rated criterion associated with the Technical Proposal will be recommended for award of a contract.

PART 5 CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 Verification of Certification and Information

- 5.1.1 Bidders must provide the required certifications and additional information to be awarded a contract.
- 5.1.2 The certifications provided by Bidders to the CRTC are subject to verification by the CRTC at all times. Unless specified otherwise, the CRTC will declare a proposal non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the proposal evaluation period or during the contract period.
- 5.1.3 The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the proposal non-responsive or constitute a default under the Contract.

5.2 Certifications Required with the Proposal

- 5.2.1 In accordance with the Ineligibility and Suspension Policy (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must submit, with its proposal, a duly completed certification using the [Integrity declaration form](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>) to be given further consideration in the procurement process.
- 5.2.2 In accordance with the [Federal Contractors Program](#) (FCP) for employment equity,¹ the Bidder must submit, with its proposal, a duly completed certification using the Federal Contractor Program for Employment Equity – Certification form, as set out in Appendix C, Certifications.
 - 5.2.2.1 The CRTC will have the right to declare a proposal non-responsive if the Bidder, or any member of the Bidder, including if the Bidder is a Joint Venture, appears on the [Federal Contractors Program](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>) at the time of contract award.
 - 5.2.2.2 The CRTC will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor, including if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>) during the period of the Contract.
- 5.2.3 The Bidder certifies that, should it be awarded a contract as a result of the request for proposal, every individual proposed in its proposal will be available to perform the Work as required by the CRTC's representatives and at the time specified in the request for proposal or agreed to with the CRTC's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its proposal, the Bidder may propose a substitute with similar

¹ See the "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Federal Contractors Program](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

5.2.3.1 If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to the CRTC. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.3.2 The Bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contracts.

5.2.4 The Bidder must submit, with its proposal, a duly completed and signed certification using the Bidder Financial Capacity Certification form, as set out in Appendix C, Certifications.

5.2.5 The Bidder must submit, with its proposal, a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the request for proposal, can be insured in accordance with the Insurance Requirements specified in section 17 of Appendix A – Statement of Work.

5.3 Certifications Precedent to Contract Award and Additional Information

5.3.1 The Company Security Officer (CSO) must provide evidence, through the *Industrial Security Program* (<http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding of "Protected A" Information.

- 6.1.2 Bidders are to obtain the required security clearance promptly, before contract award. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.3 For additional information on security requirements, Bidders should refer to the [Industrial Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html) on the Government of Canada website (<http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>).

6.2 Financial Capability

- 6.2.1 The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice.
- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of bid submission, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement).
 - (c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement).
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - (f) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the request for proposal, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the request for proposal, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- 6.2.2 If the Bidder is a joint venture, the financial information must be provided by each member of the joint venture.
- 6.2.3 If the Bidder is a subsidiary of another company, then any financial information in 6.2.1 (a) to (g) above must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee is provided with the required information.
- 6.2.4 **Other Information:** The CRTC reserves the right to request from the Bidder any other information that the CRTC requires to conduct a complete financial capability assessment of the Bidder.
- 6.2.5 **Confidentiality:** If the Bidder provides the information required in 6.2.1 to the CRTC in confidence while indicating that the information provided is confidential, then the CRTC will treat the information in a confidential manner as permitted by the *Access to Information Act* (<http://laws-lois.justice.gc.ca/eng/acts/a-1/>), R.S., 1985, c. A-1, Section 20 (1) (b) and (c).
- 6.2.6 **Security:** In determining the Bidder's financial capability to fulfill this requirement, the CRTC may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of the CRTC, a performance guarantee from a third party or some other form of security, as determined by the CRTC).

PART 7 RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the request for proposal.

7.1 Statement of Work

- 7.1.1 The Contractor must perform the Work in accordance with Appendix A - Statement of Work.

7.2 Standard Clauses and Conditions

- 7.2.1 All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.
- 7.2.2 General Conditions
- 7.2.2.1 SACC Manual Clause 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

- 7.3.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
- 7.3.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
- 7.3.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A (including an IT Link at the level of PROTECTED A).
- 7.3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC and the CRTC.
- 7.3.5 The Contractor must comply with the provisions of the:
- (a) Security Requirements Check List attached at Appendix D, and Information Technology Security Requirements attached at Appendix E;
 - (b) Industrial Security Manual (<http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html>) (Latest Edition)
- 7.3.6 Contractor's Sites or Premises Requiring Safeguarding Measures
- 7.3.6.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following address(es):
- Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country
- 7.3.7 The Contractor agrees that, during the period of this Contract and for five (5) years thereafter, it shall not issue any written material or express publicly any personal opinion concerning the services under this Contract, except with the prior written approval of the CRTC.

7.4 Dispute Resolution Services and Complaint

- 7.4.1 The parties understand that the Procurement Ombudsman pursuant to Subsection 22.1 (3) (d) of the Department of Public Works and Government Services Act (<http://laws-lois.justice.gc.ca/PDF/P-38.2.pdf>) will, on request and consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a section of this contract, and, provided they consent to bear the cost of such process, provide the parties a proposal for an alternative dispute resolution process to resolve their dispute. The office of the Procurement Ombudsman may be contacted by calling the toll-free number at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.
- 7.4.2 The parties understand that the Procurement Ombudsman will review a complaint filed by the Contractor respecting administration of this contract if the requirements of subsection 22.2(1) of the Department of Public Works and Government Services Act (<http://laws-lois.justice.gc.ca/PDF/P-38.2.pdf>) and sections 15 and 16 of the Procurement Ombudsman

Regulations (<http://laws-lois.justice.gc.ca/PDF/SOR-2008-143.pdf>) have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

7.5 No Assignment

7.5.1 The Contractor shall not permit any of its duties or obligations under the Contract to be performed or carried out by any other person, or assign its interest in the Contract.

7.6 Termination for Convenience

7.6.1 In such case, the Contractor will be compensated for its investments made in accordance with section 10.10 of Appendix A - Statement of Work. The Contractor will have no claim for damages, compensation, loss of profit or otherwise arising out of any termination notice given by the CRTC under this section except as provided in section 10.10 of Appendix A.

7.7 Period of the Contract

7.7.1 The period of the Contract is from date of signed Contract to five (5) years from that date inclusive.

7.8 Option to Extend the Contract

7.8.1 The CRTC reserves the right to extend the duration of the Contract by two (2) additional two (2) year periods and one additional option period of one (1) year for a cumulative total of five (5) years, at the CRTC's sole discretion under the same conditions, or modified conditions as agreed upon between the CRTC and the Contractor.

7.8.2 The CRTC may exercise this option at any time by sending a written notice to the Contractor at least 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes through a contract amendment.

7.9 Authorities

7.9.1 The Contracting Authority for the Contract is:

Name:
Title:
Canadian Radio-television and Telecommunications Commission
Address: Central Building Les Terrasses de la Chaudière 1 Promenade du Portage
Telephone:
Facsimile:
E-mail address:

7.9.2 The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.9.3 The Project Authority for the Contract is:

Name:
Title:
Canadian Radio-television and Telecommunications Commission
Address: Central Building Les Terrasses de la Chaudière 1 Promenade du Portage

Telephone:
Facsimile:
E-mail address:

- 7.9.4 The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.10 Proactive Disclosure of Contracts with Former Public Servants

- 7.10.1 By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (<http://laws-lois.justice.gc.ca/eng/acts/p-36/>) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 (<https://www.canada.ca/en/treasury-board-secretariat/services/government-procurement/policy-notice/2012-2.html>) of the Treasury Board Secretariat of Canada.

7.11 Payment

- 7.11.1 The Contractor shall accept only electronic payments made via a secure web payment interface on the National DCNL website. The Contractor shall accept electronic payment via credit cards, automated clearing house payment, electronic fund transfer debit, or other such payments as agreed to in consultation with the CRTC.
- 7.11.2 Operations of the National DNCL will be funded solely by Subscription Rates levied by the Contractor to Subscribers, pursuant to the CRTC's delegated authority. The Contractor as the National DNCL Fees Collection Delegate collects the fees prescribed under the Unsolicited Telecommunications Fees Regulations (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2013-7/>) and remits them to the CRTC.
- 7.11.3 Transition, design, development, implementation, operation, maintenance, and support services for the National DNCL shall be fully absorbed and amortized by the Contractor over the five (5) year duration of the contract.
- 7.11.4 Refer to section 3 of the Statement of Work with respect to the Bidder's financial proposal regarding the List Operator Subscription rates.

7.12 Certifications and Additional Information

- 7.12.1 Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its proposal or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by the CRTC during the entire period of the Contract.

7.13 Applicable Laws

- 7.13.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)*

7.14 Priority of Documents

- 7.14.1 In the event of any discrepancy between the English language version of this RFP and the French language version, the English language version shall prevail.
- 7.14.2 If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
- (a) the Articles of Agreement;
 - (b) Appendix A, Statement of Work, and associated Schedules to the Statement of Work;
 - (c) the supplemental general conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
 - (d) the supplemental general conditions 4002 (2010-08-16) Software Development or Modification Services
 - (e) the general conditions 2035 (2016-04-04) Higher Complexity Services;
 - (f) Appendix B, Selection and Evaluation Criteria;
 - (g) Appendix C, Certifications
 - (h) Appendix D, Security Requirements Check List;
 - (i) Appendix E, Information Technology Security Requirements;
 - (j) The Contractor's proposal dated _____, *(insert date of bid) (If the proposal was clarified or amended, insert at the time of contract award:)"* as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*.

7.15 Insurance Requirements

- 7.15.1 The Contractor must comply with the insurance requirements specified in Appendix A - Statement of Work and Functional Requirements, sections 17. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 7.15.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligations under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 7.15.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada; however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best rating no less than "A-" within ten (10) days after the date of award of the Contract.

7.16 Limitation of Liability

- 7.16.1 Section 24 of the SACC 2035 (2016-04-04) General Conditions entitled "Liability" is incorporated by reference into and forms part of the proposal solicitation. This section applies regardless of whether the claim is based in contract, tort, or another cause of action.

7.17 Indemnity Against Claims

- 7.17.1 The Contractor shall indemnify and save harmless the CRTC from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought and prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any act or omission of the Contractor in the performance or the purported performance of his/her functions pursuant to this Contract.
- 7.17.2 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
- 7.17.3 First Party Liability:
- (a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
 - (b) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - (c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - (d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
 - (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any breach of the warranty obligations under the Contract; and
 - ii. any other direct damages, including all identifiable direct costs to CRTC associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default. If CRTC's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore CRTC's records and

data using the most recent back-up kept by the CRTC. Canada is responsible for maintaining an adequate back-up of its records and data.

7.17.4 Third Party Claims:

- (a) Regardless of whether a third party makes its claim against the CRTC or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (b) If the CRTC is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse the CRTC by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing the CRTC for the Contractor's portion of those damages that the CRTC is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 7.17.4 a. and b.

BETWEEN

HER MAJESTY THE QUEEN in Right of Canada
("Canada")
represented by the Canadian Radio-television and Telecommunications Commission
("the CRTC")

AND

COMPANY NAME
Street Address
Ottawa, ON
POSTAL CODE
c/o
Ph:
Email:
("the Contractor")

This contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

FOR THE CONTRACTOR

Name Title

Date

Signature

FOR HER MAJESTY

Name Title

Date

Signature