



## SEND BIDS TO:

Innovation, Science and Economic Development Canada  
Contracts & Materiel Management  
235 Queen Street  
Bid Receiving Area,  
Mail Scanning, Room S-143, Level S1  
Ottawa, ON  
K1A 0H5  
Attention: Stephanie Cleroux

## REQUEST FOR PROPOSAL

**Instructions: See Herein**

**Proposal to: Innovation, Science and Economic Development Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out hereof.

**Comments:**

**Issuing Office:**

Innovation, Science and Economic Development Canada  
Contracts & Materiel Management  
235 Queen Street  
Ottawa, ON  
K1A 0H5

<b>Title</b> Review of Auction Format options for the 600 MHz Auction	
<b>Solicitation N°</b> ISED 186460	<b>Date</b> September 25, 2017
<b>Solicitation Closes</b> November 3 <sup>rd</sup> , 2017 at 2pm	<b>Time Zone</b> EST
<b>Delivery: F.O.B.</b>	
<b>Address inquiries to:</b> Stephanie Cleroux	
<b>Telephone N°</b> 343-291-1358	<b>Email address</b> <a href="mailto:Stephanie.cleroux2@canada.ca">Stephanie.cleroux2@canada.ca</a>
<b>Destination – of Goods, Services or Construction</b> See Herein	

<b>Delivery Required:</b> See Herein
<b>Bidder's Name and address</b>
<b>Name and title of person authorized to sign on behalf of the Bidder (type or print)</b>
<b>Signature:</b>
<b>Date:</b>



# **Request for Proposal (RFP)**

**For the provision of**

**Review of Auction Format Options for the  
600 MHz Auction**

**for**

**Innovation, Science and Economic Development  
Canada**



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## **PART 1 – GENERAL INFORMATION**

### **1. INTRODUCTION**

The Request for Proposal (RFP) (also referred to herein as the “bid solicitation”) is divided into five parts plus annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- 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; and
- Part 5 Certifications: includes the certifications to be provided.

The Annexes include the Statement of Work, and the Confidentiality Agreement.

### **2. SUMMARY**

Innovation, Science and Economic Development Canada (ISED) is soliciting bids (also referred to as “proposals”) for the services of an independent Contractor to review, compare, assess and, if necessary, provide advice and recommendations regarding proposed options for the format of the Canadian 600 MHz auction. These services will be required for a period commencing from contract award to December 31, 2017.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications.

### **3. SECURITY**

The Bidder (including all proposed personnel and sub-contractors who will be performing work under the resulting contract) will be required to sign a confidentiality agreement. The confidentiality agreement must be signed by the Bidder before any resulting contract is awarded to the successful bidder (see Annex B).

### **4. LEGAL CAPACITY**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if required by the Contracting Authority, a statement and any requested supporting documentation including the laws under which it is registered or incorporated together with the registered or corporate name and place of business. These requirements also apply to Bidders submitting a bid as a joint venture.

#### *Definition of Bidder*

“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform the Work. It does not include the parent, subsidiaries, or other affiliates of the Bidder, or its subcontractors.

#### *Definition of Joint Venture*

Association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to bid together on a requirement and to perform the Work.

### **5. DEBRIEFINGS**



Bidders may request a debriefing on the results of the bid solicitation. Bidders must make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation. The debriefing may be provided in writing, by telephone or in person.

**PART 2 – INSTRUCTIONS TO BIDDERS**

**1. GLOSSARY OF TERMS**

<b>TERM</b>	<b>DEFINITION / MEANING</b>
<b>RFP</b>	Request for Proposal
<b>ISED</b>	Innovation, Science and Economic Development Canada
<b>Mandatory Requirements</b>	Whenever the words “shall”, “must”, “will” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement. Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.
<b>Should</b>	The word “should” means an action that is preferred but is not mandatory.
<b>Minister</b>	The Minister of Industry (also known as the Minister of Innovation, Science and Economic Development)
<b>Canada</b>	Means “Her Majesty the Queen in right of Canada, as represented by the Minister of Industry (also known as the Minister of Innovation, Science and Economic Development) and any other person duly authorized to act on behalf of that Minister”.

**2. GENERAL CONDITIONS**

The general conditions as set out in Innovation, Science and Economic Development Canada’s General Conditions of a Service Contract will form part of and shall be incorporated into the resulting contract. This document is available at the following website:  
[https://www.ic.gc.ca/eic/site/icgc.nsf/eng/h\\_06661.html](https://www.ic.gc.ca/eic/site/icgc.nsf/eng/h_06661.html).

**3. INSTRUCTIONS, CLAUSES AND CONDITIONS**

Bidders who submit a bid agree to be bound by (a) the instructions, clauses and conditions of the bid solicitation and (b) the clauses and conditions of the resulting contract.

**4. SUBMISSION OF BIDS**

- 4.1. Bids must be submitted by courier only to Innovation, Science and Economic Development Canada’s Bid Receiving Area by the date, time and place indicated on page 1 of the bid solicitation. Bidders are hereby advised that the Bid Receiving Area of ISED is open Monday to Friday inclusive, between the hours of 7:30 am and 4:30 pm, excluding Statutory Holidays.

RFP #186460 should appear on every envelope. Your envelope should contain four (4) separate sections, as described in **PART 3**. No electronic signature will be accepted for the Certifications. You must print and sign this section and include it as part of your proposal.



The date and time the envelope is received in the Bid Receiving Unit will be used as the confirmation of receipt of the Bidder's proposal.

- a. Proposals submitted by courier must be sent to the following address:

Innovation, Science and Economic Development Canada  
Contracts & Material Management  
235 Queen Street  
Bid Receiving Area  
Mail Scanning, Room S-143, Level S1  
Ottawa, Ontario  
Canada K1A 0H5  
Attention: Stephanie Cleroux

RFP #186460 should appear on all envelopes containing your proposal.

**Proposals must be submitted and received by November 3<sup>rd</sup>, 2017, 2 p.m. Eastern Standard Time (EST).**

- 4.2. Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all parties of the joint venture or a statement shall be provided to the effect that the signatory has the authority to bind all parties of the joint venture.
- 4.3. It is the Bidder's responsibility to:
- a. obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by closing date and time a signed complete bid;
  - d. send its bid only to the ISED Bid Receiving Area specified on Page 1 of the bid solicitation or to the address specified in the bid solicitation;
  - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope(s) or the parcel(s) containing the bid;
  - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
  - g. include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.
- 4.4. Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) business days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- 4.5. Bid documents and supporting information must only be submitted in either English or French.
- 4.6. Pricing information must not be included in any section of the proposal other than the Financial Proposal section of the bid.



- 4.7. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to legal obligations including the provisions of the Access to Information Act, R.S. 1985, c.A-1 and the Privacy Act, R.S. 1985, c. P-21, international obligations and judicial order.
- 4.8. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- 4.9. Proposals received after the closing time and date shown will not be considered and will be returned unopened to the sender.
- 4.10. The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada's interest.

## **5. NOTICE TO BIDDERS**

The following terms and conditions may apply to this solicitation:

- 5.1. Bidders may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical capability to satisfy the requirement as stipulated in this solicitation.
- 5.2. a) For Canadian-based bidders, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Taxes (HST) as applicable EXCLUDED.  
  
b) For Foreign-based bidders, prices must be firm (in Canadian funds) and EXCLUDE Canadian customs duties, excise taxes and GST or HST as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY ISED WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED BIDDERS.
- 5.3. The contract term "Employment Equity" and any clause relating to international sanctions, if and when included in this document, apply to Canadian-based bidders only.

## **6. ENQUIRIES – BID SOLICITATION PERIOD**

- 6.1. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation, from the issue date of the solicitation up to the closing date (the "bid solicitation period"), must be directed ONLY to the Contracting Authority identified in the bid solicitation. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this request may (for that reason alone) result in the bid being declared non-responsive.
- 6.2. Bidders must reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care must be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are proprietary in nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders.





- 6.3. All enquiries regarding this bid solicitation must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. All enquiries must be submitted in writing no later than three (3) working days before the bid closing date. Enquiries received after that time may not be answered.

The Contracting Authority is:

Name: Stephanie Cleroux

Title: A/Senior Contracts and Procurement Advisor

Email address: [stephanie.cleroux2@canada.ca](mailto:stephanie.cleroux2@canada.ca)

Telephone Number: 343-291-1358

- 6.4. To ensure consistency and quality of information provided to bidders, the Contracting Authority will simultaneously distribute any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 6.5. Meetings will not be held with individual bidders prior to the closing date and time of this RFP.
- 6.6. Amendments to the Bidder's proposal will not be accepted after the RFP closing date and time.

## **7. APPLICABLE LAWS**

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

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

## **8. RIGHTS OF CANADA**

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada;
- g. negotiate with the sole responsive Bidder to ensure best value to Canada;
- h. accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j. retain all proposals submitted in response to this bid solicitation.

## **9. PRICE SUPPORT**

In the event that the Bidder's proposal is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or



- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

## **10. BID COSTS**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

## **11. CONDUCT OF EVALUATION**

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c. request, before award of any contract, specific information with respect to Bidder's legal status;
- d. conduct a survey of Bidder's facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation;
- f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of bidders, any Bidder and/or any or all of the resources proposed by bidders to fulfil the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

## **12. CONFLICT OF INTEREST**

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.

The experience acquired by a Bidder who is providing or has previously provided the goods and/or services described in the bid solicitation (or similar goods and/or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders



who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.

Upon receiving a Contract from ISED, the Contractor shall not perform any services for any entity other than ISED in relation to the 600 MHz auction, including for a potential auction bidder in the related auction. The Contractor must certify that there is no actual conflict of interest or an appearance of a conflict of interest by submitting the signed declaration in Part 5, Section 1.7 to the Project Authority prior to the awarding of the Contract.

### **13. ENTIRE REQUIREMENT**

The bid solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.



## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **1. BID PREPARATION INSTRUCTIONS**

Canada requests that bidders prepare and submit their formal proposal as four (4) separate documents as follows:

<b>Section I:</b>	Technical Bid	4 copies (1 original + 3 copies)
<b>Section II:</b>	Financial Bid	2 copies (1 original + 1 copy)
<b>Section III:</b>	Certifications	2 copies (1 original + 1 copy)
<b>Section IV:</b>	Additional Information	2 copies (1 original + 1 copy)

Prices must appear in the Financial Bid only. No prices must be indicated in any other section of the bid.

To further the policy on Green Procurement, issued in April 2006, Canada is directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in meeting the policy requirements, Canada requests that bidders follow the format instructions described below in preparing hard copy submissions of their bid:

- a. use 8.5 x 11 inch (216 mm x 279 mm) bond paper;
- b. use a numbering system that corresponds to the bid solicitation;
- c. use paper containing fibre certified as originating from a sustainably-managed forest and containing a minimum of 30% recycled content; and
- d. use an environmentally-preferable format including:
  - i. black and white printing instead of colour printing
  - ii. printing double sided/duplex instead of single sided
  - iii. using staples or clips instead of cerlox, duotangs or binders

All references to descriptive material, technical manuals and brochures must be included in the bid. Reduction in the size of documents will contribute to ISED's sustainable development initiatives and reduce waste.

#### **Section I: Technical Bid**

In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capacity and describe their approach in a thorough, concise and clear manner for carrying out the Work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria, contained in Part IV, against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

**Resumes for proposed resources:** Unless specified otherwise in the RFP, the technical bid must include resumes for each of the consultants identified in the bid solicitation that demonstrate that each proposed individual meets the requirement(s).

**Joint-Venture Experience:** A joint venture or partnership bidder may rely on the experience of its members to meet the technical criterion of this bid solicitation.

**Education:** Academic accreditation (degree, etc.) must be obtained through a recognized academic institution in the field of expertise.

#### **Section II: Financial Bid**



The total cost of the project must not exceed \$75,000.00 Canadian dollars, including applicable taxes and all other expenses. Proposals costing more will be rejected, and will not be evaluated.

**NOTE:** Innovation, Science and Economic Development Canada may choose to terminate the evaluation upon the first finding of non-compliance. No points are awarded for the mandatory requirements, but each one must be met in order for the Bidder's proposal to receive consideration and points for the rated evaluation criteria.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

In section IV of their bid, bidders must provide the following information:

1. their legal name
2. their Procurement Business Number (PBN) (for additional information on how to register to obtain a PBN, refer to the following website: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>).
3. their full mailing address
4. the name of the contact person (including this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.

## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. EVALUATION PROCEDURES**

Proposals will be assessed in accordance with the entire requirement of the bid solicitation.

An evaluation team composed of ISED representatives will evaluate the bids.

The evaluation team reserves the right but is not obligated to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the supplied references and to interview, at the sole cost of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, at Innovation, Science and Economic Development Canada in Ottawa, Ontario, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

The evaluation and selection process is comprised of three (3) separate stages as follows:

- STAGE 1** Evaluation of the technical and financial mandatory requirements as listed in **2. MANDATORY REQUIREMENTS** below. Only proposals meeting all of the mandatory requirements will advance to the next stage (Stage 2).
- STAGE 2** Evaluation of the technical rated requirements as listed in **3. POINT-RATED TECHNICAL REQUIREMENTS**. Only proposals meeting the point-rated technical requirements will advance to the next stage (Stage 3).
- STAGE 3** Evaluation of the financial rated requirements as listed in **4. EVALUATION OF THE FINANCIAL PROPOSAL**.

**NOTE:** Innovation, Science and Economic Development Canada may choose to terminate the evaluation of any proposal upon the first finding of non-compliance with a mandatory requirement.

### **2. MANDATORY REQUIREMENTS**

During Stage One, the proposals will be evaluated for compliance with each of the mandatory requirements (technical and financial criteria). Proposals that do not meet all of the mandatory requirements will not be given any further consideration. ISED may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

<b>RFP Reference</b>	<b>Requirement (Bidder’s proposal should repeat exactly as defined in the RFP)</b>	<b>Referenced Section / Page in the Bidder’s Proposal</b>
<b>2.1</b>	The Bidder must provide curriculum vitae (CV) for all proposed personnel who will participate in the project and identify the role that each person will play; specifically identifying the CVs of each senior team member.  The CV must provide the following information: <ul style="list-style-type: none"> <li>o Education relevant to the project; and</li> </ul>	

	<ul style="list-style-type: none"> <li>○ Experience relevant to the project and supporting information that describes where and how such experience was obtained.</li> </ul>	
<b>2.2</b>	The Bidder must identify one (1) senior resource for the proposal who will act as the sole point of contact to ISED for the duration of the contract.	
<b>2.3</b>	<p>The Bidder must provide samples of three (3) reports, of which at least one (1) was conducted by the proposed senior team member(s), within the last five (5) years. The Bidder should identify which of the proposed resources were involved in each of the reports and must demonstrate the proposed resource(s)'s knowledge of various auction formats, including the combinatorial clock auction format.</p> <p>For each report, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>• Client name;</li> <li>• Contact name;</li> <li>• Phone number and/or email address</li> </ul>	
<b>2.4</b>	The total cost for the project must not exceed \$75,000.00 Canadian dollars, including all applicable taxes and all other expenses. Proposals costing more will be rejected and will not be evaluated.	
<b>2.5</b>	<p>The financial proposal must be submitted as a separate document to the technical proposal.</p> <p><b>NO FINANCIAL INFORMATION FROM THE FINANCIAL PROPOSAL MAY APPEAR IN THE TECHNICAL PROPOSAL.</b></p>	

**NOTE:** Innovation, Science and Economic Development Canada may choose to terminate the evaluation upon the first finding of non-compliance. No points are awarded for the mandatory requirements, but each one must be met in order for the Bidder's proposal to receive consideration and points for the rated evaluation criteria.

Only proposals meeting all mandatory requirements under Stage One will proceed to Stage Two of the evaluation process.

### 3. POINT-RATED TECHNICAL REQUIREMENTS

Proposals that satisfy the Stage One mandatory requirements shall be further evaluated against the point-rated technical criteria and scored in accordance with the available points for each point-rated criteria. The total points available for the point-rated requirements is **100** points. Point-rated technical criteria not addressed will be given a score of zero.

To be further evaluated, the Bidder's proposal must achieve an overall minimum technical score of **70**.

RFP Reference	Technical Rating Requirement (Bidder's proposal should repeat exactly as defined in the RFP)	Points		Referenced Section / Page in the Bidder's Proposal
		Max	Min	
<b>3.1</b>	The Bidder should demonstrate, in their proposal, an understanding of the requirements / objectives	25	10	



	of the project (including, for example, an understanding of the strengths and weaknesses of the CCA format, the concept of revealed preferences, different activity rules, etc.)			
<b>3.2</b>	<p>The Bidder should provide evidence of its involvement on three (3) reports completed within the past five (5) years, of which at least one (1) of the reports was conducted by the senior team member(s), to demonstrate experience in offering services similar to that indicated in Annex A of this RFP.</p> <p>If more than three (3) reports are provided to demonstrate this experience, then only the first three (3) reports, in order of submission, will be evaluated.</p> <p>Up to a maximum of 15 points will be allocated to each report.</p> <p>Up to a maximum of 12 of these 15 points will be allocated to evaluating the Bidder's experience in producing written reports detailing findings and recommendations using various types of analysis, and to evaluate the similarity of the work to the services and activities outlined in Annex A of this RFP. The remaining 3 points for each report will be allocated to assessing writing quality and the Bidder's ability to explain complex and technical subjects in plain language.</p>	45	20	
<b>3.3</b>	The Bidder's proposal should provide a detailed outline of the approach and methodology that describes how the project will be completed.	15	6	
<b>3.4</b>	The Bidder should provide a detailed work plan that will demonstrate the Bidder's ability to meet the timelines as outlined in Annex A.	15	6	
	<b>Total Maximum Technical Points</b>	100		<b>Required minimum overall points: 100 x 70% = 70</b>

Only proposals that achieve the overall minimum score requirement of **70** points and that achieve the minimum score for all rated items will proceed to Stage Three of the evaluation process. The decision of the evaluation team will be final.

#### **4. EVALUATION OF THE FINANCIAL PROPOSAL**

Proposals that have met all mandatory requirements (technical and financial criteria), and that have met or exceeded the overall minimum score requirements and the minimum score for each rated item will be evaluated further.

The total cost of the project must not exceed \$75,000.00 Canadian dollars, including applicable taxes and all other expenses. Proposals costing more will be rejected, and will not be evaluated.





The financial proposal is to be submitted as a separate package to the technical proposal, and will be assessed only if the Bidder's proposal meets all technical and financial mandatory requirements and receives a **MINIMUM OF 70 PERCENT** on the overall rated evaluation criteria.

#### 4.1. Basis of Payment

The Bidder's financial proposal must include a fixed price, including all applicable taxes and all other expenses, for this project.

### 5. BASIS OF SELECTION – Highest combined rating of technical merit (80%) and price (20%)

1. To be declared responsive, a bid must:
  - a) Comply with all the requirements of the bid solicitation;
  - b) Meet all the mandatory technical and financial evaluation criteria;
  - c) Obtain the required minimum number of points specified in **Part 4, 3. POINT-RATED TECHNICAL REQUIREMENTS**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
3. The price will be given a rating value which is included in the total calculation of the proposal score. The technical proposal will be given a weighting of 80 percent, and the price proposal will be given a weighting of 20 percent of the overall rating.
4. To determine the combined rating of technical merit and price of each proposal, the following calculation shall be used:

$$\begin{aligned} \text{a) } \textit{Technical Merit Score} &= \frac{\textit{Overall Score for Rated Requirements}}{\textit{Maximum Technical Points (100)}} \times 80 \\ \text{b) } \textit{Price Score} &= \frac{\textit{Lowest Assessed Responsive Price}}{\textit{Bidder's Total Assessed Price}} \times 20 \end{aligned}$$

$$\textit{Technical Merit Score} + \textit{Price Score} = \textit{Combined Rating of Technical Merit and Price}$$

5. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event that two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point-rated technical criteria detailed in **3. POINT-RATED TECHNICAL REQUIREMENTS** will be recommended for award of a contract.

### 6. AWARDING OF CONTRACT

Only one contract will be awarded and it will be offered to the Bidder whose proposal is selected by Innovation, Science and Economic Development Canada's assessment team based on the methodology described in **5. BASIS OF SELECTION** – Highest combined rating of technical merit (80%) and price (20%).

The Contracting Authority will notify all Bidders, in writing, of the name of the Contractor who has been awarded the contract.

#### 6.1. Method of Payment – Resulting Contract

Payment will be made following delivery and ISED acceptance of the final report, and will be contingent upon Innovation, Science and Economic Development Canada's satisfaction with all deliverables identified in paragraph 6.2 of Annex A.



## **PART 5 – CERTIFICATIONS**

### **1.0 CERTIFICATION REQUIREMENTS**

Bidders must provide the required certifications and associated information to be awarded a contract. Canada shall declare a proposal non-responsive if the certifications are not submitted or completed as required.

The certifications provided by the Bidder to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare the Contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request will also render the bid non-responsive or constitute a default under the Contract.

#### **1.1 Acceptance of Conditions**

"We hereby offer to sell and/or supply to Canada, under the terms and conditions set out herein, the services listed herein.

More specifically, we hereby certify that, within ISED's *General Conditions of a Service Contract*, we have read clause GC31 – No Bribe or Conflict, and are in agreement."

---

**Signature**

#### **1.2 Verification of Personnel**

"We hereby certify that all the information provided in all attached curricula vitae, back-up(s) included, has been verified by us to be true and accurate. Furthermore, we hereby certify that, should we be awarded a contract and unless the ISED Contracting Authority is notified in writing to the contrary, and is in agreement, the personnel offered in our proposal shall be available to perform the tasks described herein, as and when required by the Project Authority."

---

**Signature**

#### **1.3 Former Public Servants (FPS)**

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 public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.



## Definitions

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful Bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), 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:

- 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.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

By providing this information, bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee abatement formula, as required by Treasury Board Policy.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### **1.4 Federal Contractors Program for Employment Equity – Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)" list ([http://publiservice.gc.ca/services/fcp-pcf/index\\_f.htm](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)", list during the period of the Contract.

*Insert the date: Date: \_\_\_\_\_ (YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.*

*The Bidder must complete A and B.*

*A. The Bidder must include in the certification one of the following statements:*

A1. The Bidder is not a Joint Venture.  
or



A2. The Bidder is a Joint venture.

*B. The Bidder must include in the certification: “I, the Bidder, submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated above. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.”*

*For A1, the Bidder must include in the certification: “The Bidder:” followed by the applicable statement among the statements B.1 to B.5 appearing below.*

*For A2: the Bidder must include in the certification for each member of the Joint Venture: 1) “I, [insert the name of the member of the Joint Venture], member of the Joint Venture: “ followed by the applicable statement among the statements B.1 to B.5 appearing below.*

*Choose only one of the following statements:*

- B1. certifies having no work force in Canada.
- B2. certifies being a public sector employer.
- B3. certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- B4. certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- B5. certifies having a combined workforce in Canada of 100 or more employees; and
  - B5.1. certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.
  - or
  - B5.2. certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. *As this is a condition precedent to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.*

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

## **1.5 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

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 resumé to Canada. 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.

## **1.6 Education and Experience**



The Bidder certifies that all the information provided in the resumes and supporting material submitted with its bid, 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 contract.

**1.7 Conflict of Interest**

In order to provide impartial and objective advice to ISED and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under a Contract shall not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to ISED, or affect or otherwise impair its objectivity in performing the work.

A Contract for services will be on the condition that there are no conflicts of interest for the duration of the project. Therefore, upon receiving a Contract from ISED, the Contractor shall not perform any services for any entity other than ISED in relation to the 600 MHz auction, including for a potential auction bidder in the related auction. The Contractor must certify that there is no actual conflict of interest or an appearance of a conflict of interest in relation to the project by submitting a signed declaration to the Project Authority prior to awarding the Contract. The Contractor shall at all times keep ISED updated on potential conflicts of interest related to the auction and the Contractors' other clients.

Should a Contractor subsequently become aware of such a potential conflict, it will notify the Project Authority immediately.

By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of duly authorized representative of business)

Name of Business: \_\_\_\_\_

## ANNEX A – STATEMENT OF WORK

### 1. PURPOSE

Innovation, Science and Economic Development Canada (ISED) requires an independent contractor to review, compare, assess and, if necessary, provide advice and recommendations regarding options for the auction format of the Canadian 600 MHz auction. These services will be required for a period commencing from contract award to December 31, 2017.

### 2. TITLE OF PROJECT

Review of Auction Format Options for the 600 MHz Auction

### 3. BACKGROUND

The [Framework for Spectrum Auctions in Canada](#) describes the general approaches that ISED will use to auction spectrum licences. As indicated in the [Spectrum Policy Framework for Canada](#), the Department has adopted a policy objective to maximize the economic and social benefits that Canadians derive from the use of the radio frequency spectrum resource.

For the upcoming 600 MHz spectrum auction, ISED has proposed to auction licences for 70 MHz of spectrum in 16 service areas covering Canada. The band plan for mobile broadband services will be 617 – 652 MHz / 663 – 698 MHz, with 7 blocks of 5+5 MHz.

To auction these licences, ISED is currently consulting on three options for the auction format: (1) the combinatorial clock auction (CCA), as used in the Canadian 700 MHz auction; (2) the CCA with a modified activity rule; and (3) the enhanced combinatorial clock auction (ECCA). All three are described in the *Consultation on a Technical, Policy and Licensing Framework for spectrum in the 600 MHz Band* (hereinafter referred to as the 600 MHz Consultation), which can be found at the following link: <http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf11316.html>.

In the 700 MHz and 2500 MHz auctions, the activity rule was based on a principle known as the weak axiom of revealed preference (WARP). This rule checks whether a bid that exceeds a bidder's current eligibility satisfies revealed preference with respect to bids in eligibility-reducing rounds, starting with the last round in which the bidder had sufficient eligibility to bid on that package.

Recent advancements in auction theory have developed a method to strengthen this activity rule by redefining it based on a principle known as the generalized axiom of revealed preference (GARP). This activity rule differs in two ways. First, the GARP-based activity rule checks whether a bid that exceeds a bidder's current eligibility satisfies revealed preference with respect to all clock rounds, starting with the last round in which the bidder had sufficient eligibility to bid on that package. Second, all relevant revealed preference constraints are checked simultaneously. The modification to the activity rule is anticipated to result in prices that are likely to be more consistent and to be better reflections of opportunity costs.

The third variation of the auction format (ECCA) also makes use of the modified activity rule (GARP), and then modifies the approach to pricing. In the ECCA, winners' prices are based on an approximation of the highest valuations that opponents could have for licences, given their bidding histories and the modified activity rule. As a result, prices are expected to be more consistent and to be better reflections of opportunity costs.

### 4. OBJECTIVES AND PROJECT REQUIREMENTS

The Department is seeking an independent contractor to provide a review and assessment of the advice and recommendations provided by Power Auctions LLC regarding options for auction format and their associated rules for Canada's upcoming 600 MHz spectrum auction.



## 5. SCOPE OF WORK

ISED requires the Contractor to provide a written review and assessment of two auction format proposals, relative to the CCA format used in previous Canadian spectrum auctions.

- First, modifying the activity rule for the 600 MHz auction

Previous Canadian CCAs (the 700 MHz and 2500 MHz spectrum auctions) included a revealed preference / eligibility point hybrid activity rule that required bidders, when wanting to bid on a package that exceeds their eligibility in a given round, to satisfy revealed preference with respect to **all eligibility-reducing rounds** starting with the last round they had sufficient eligibility points to bid on that package. The modified rule proposes that, to bid on a package that exceeds their eligibility in a given round, a bidder's bid must be consistent with truthful bidding for that bidder's implied set of valuations (the activity rule is described in detail in Annex B of the 600 MHz Consultation).

- Second, the enhanced combinatorial clock auction, including its modified pricing methodology

In the ECCA, the modified activity rule described above is applied to determine winners' payments. Prices are determined using a measure of the highest valuation that opposing bidders could have for licences, given their bidding histories and subject to the stricter GARP-based activity rule. It is also possible, before the start of each round, to inform each bidder about the discount it would receive relative to prices in the current clock round. This calculation is based on the assumption that the current clock round will be the final clock round and that there will be no undersell at the end of the final clock round, thereby reducing some of the uncertainty about the payments winners will have to make.

ISED requires the Contractor to provide a written assessment of how the proposed auction rules, in particular, the proposed licence areas (section 7 in the 600 MHz Consultation) and auction attributes (section 9.2 in the 600 MHz Consultation) affect the two auction format proposals, relative to the CCA format used in previous Canadian spectrum auctions.

The review should also include, if necessary, any alternative rules and recommendations for the auction format and related rules.

It is not expected that this review should involve conducting any experimental work.

The evaluation of auction formats should be done while keeping in mind that the auction design should lead to an efficient assignment of spectrum and result in a fair return to Canadians for the use of these spectrum licences. The auction format should also be user friendly, fair, and transparent for bidders.

The Contractor must be prepared to participate in an initial meeting with ISED staff within two (2) business days of the awarding of the contract, in an interim meeting to discuss the draft report, and also in a final meeting to discuss its assessment. It is possible that additional meetings may be scheduled for clarification purposes. These meetings will take place either by teleconference or by video conference. Travel is not included as part of this contract award.

The Contractor's findings must be formally submitted in a report to ISED.

## 6. PROJECT DETAILS

### 6.1. Client Support





The following reference documents will be provided to the Contractor following the contract award:

Gazette Notice SLPB-005-17 – Consultation on a Technical, Policy and Licensing Framework for spectrum in the 600 MHz Band

The Department may provide other materials on proposed auction formats on Contractor's request.

## **6.2. Deliverables and Timelines**

The written deliverables will be provided in English and the required timelines for the project are as follows:

- A draft report must be delivered to the Project Authority for review and approval within twenty (20) business days of the initial meeting. The draft report must be submitted in an electronic format (Microsoft Word and/or PDF).
- The final report must be delivered within five (5) business days of the receipt of comments from ISED regarding the draft report. The final report must be submitted in an electronic format (Microsoft Word and/or PDF).

## **7. MANAGEMENT OF THE PROJECT**

This project will be managed by the Spectrum Licensing Policy Branch of the Spectrum and Telecommunications (STS) Sector of ISED. The name of the Project Authority will be provided at contract award.

## **8. WORK LOCATION**

The work will be performed at the bidder's premises.

## **9. SECURITY**

There is no security requirements associated with this work.

## **10. INTELLECTUAL PROPERTY**

The foreground information arising from this contract will be Crown owned based on the following exemption:

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

- To generate knowledge and information for public dissemination.

## **11. CONSTRAINTS**

Bidders whom provided advice and recommendations on the Spectrum 600 MHz auction public consultations cannot provide a proposal for the work performed under this contract as the Crown perceives this as a direct conflict of interest.



## **ANNEX B – CONFIDENTIALITY AGREEMENT**

(Provided as reference only. The Confidentiality Agreement must be signed by the successful bidder before contract award.)

### **CONFIDENTIALITY AGREEMENT**

Entered into this             day of                             , 2017

Between:             **Her Majesty the Queen in right of Canada  
as represented by the Minister of Innovation, Science and Economic Development  
(the “Department”)**

and:                   **[xxx], a corporation duly incorporated and having its principal place of business at  
[xxx] (the “Recipient”)**

### **PREAMBLE**

1. The Department is responsible for the licensing and authorization of radio spectrum for the provision of telecommunication services in Canada;
2. The Department wishes to contract the Recipient to aid in the development of licensing consultations and decisions pertaining to the 600 MHz auction; and
3. The parties wish to provide for appropriate protections for confidential information that may be shared by the Department in connection with such activities.

**NOW THEREFORE**, in consideration of their respective obligations set out below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. For the purposes of this Agreement, the following definitions will apply:
  - a. **“Agreement”** means this agreements, including any amendments agreed to in writing by the parties; and
  - b. **“Confidential Information”** means all information, whether verbal, written or in machine-readable form, that is not public information, and which is disclosed by the Department to the Recipient, whether or not such information is identified as confidential at the moment of disclosure.
2. Subject to the provisions of this Agreement the Recipient agrees to respect the confidentiality of all Confidential Information provided by the Department, and not to disclose nor permit the disclosure of the Confidential Information other than to persons within the Recipient’s organization as required to perform the work described in this RFP associated with the 600 MHz auction.
3. The Recipient agrees to take all reasonable and necessary measures to safeguard the Confidential Information provided by the Department from disclosure to any person other than as contemplated by this Agreement. Such measures shall include, but not be limited to, the highest degree of care the Recipient utilizes to protect its own confidential information, which shall be no less than reasonable care.
4. Immediately upon the Department’s request, the Recipient will deliver to the Department all documents constituting or containing Confidential Information, without retaining copies thereof.



5. The Recipient acknowledges that the Department makes no representation or warranty in relation to the Confidential Information, including its accuracy, adequacy or suitability for any purpose, and except as expressly agreed in writing, the Department shall not be liable for any loss or damage arising from the use by the Recipient of any Confidential Information.
6. The obligations of the parties under this Agreement are subject to applicable legislation. In the event that the Recipient becomes legally compelled to disclose any of the Confidential Information, the Recipient will immediately notify the Department so that the Department may determine the necessity of seeking a protective order or other appropriate remedy.
7. The obligations under this Agreement will apply for a period of ten years following the date of disclosure of the Confidential Information, unless the parties agree otherwise in writing.
8. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
9. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. Any terms of this Agreement may be amended with the written consent of both parties hereto.
11. This Agreement constitutes the entire agreement between the parties and supersedes all previous documents, negotiations, understandings and undertakings between them relating to its subject matter.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of duly authorized representative of business)

Name of Business: \_\_\_\_\_