

CRTC 23-0049

**RETURN BIDS TO –
RETOURNER LES
SOUMISSIONS À:**

Attention: Bid Receipt

Courriel - Email:

Approvisionnement-

Procurements@crtc.gc.ca

REQUEST FOR PROPOSAL – DEMANDE DE PROPOSITION

Proposal to:

Conseil de la radiodiffusion et des
télécommunications canadiennes (CRTC)

We hereby offer to sell to His Majesty the King 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 thereof.

Proposition à:

Conseil de la radiodiffusion et des
télécommunications canadiennes (CRTC)

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Instructions : See Herein

Instructions: Voir aux présentes

Issuing Office - Bureau de distribution

Conseil de la radiodiffusion et des
télécommunications canadiennes (CRTC) /

Conseil de la radiodiffusion et des
télécommunications canadiennes (CRTC)

Title – Sujet Evaluation of Rogers' Network for resiliency related to July 8, 2022 outage/ Évaluation de la résilience du réseau de Rogers liée à la panne du 8 juillet 2022	
Solicitation No. – N° de l'invitation CRTC 23-0049	Date 22 February 2023
Solicitation Closes – L'invitation prend fin at – à 02:00 PM on – le 27 March 2023	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: Destination: X Other-Autre:	
Address Inquiries to : - Adresser toutes questions à: Lyna Champagne Approvisionnements-Procurements@crtc.gc.ca	
Telephone No. – N° de téléphone : 819-997-4713	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
Instructions: See Herein Instructions: Voir aux présentes	
Delivery required – Livraison exigée Instructions: See Herein Instructions: Voir aux présentes	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
<hr/> <div> <div>Signature</div> <div>Date</div> </div>	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the 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;
- 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; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, and any other annexes.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within ten (10) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, by MS Teams or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

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

The 2022-03-29 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Proposals must be submitted only to the CRTC by e-mail, at the following address, by the date and time indicated on page 1 of the bid solicitation.

Approvisionnement-Procurements@crtc.gc.ca

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service or facsimile will not be accepted.

2.3 Former Public Servant

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. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "*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 Pension 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 FPSs 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.

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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time will **not** be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should 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 of a proprietary 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 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 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, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Basis for Canada's Ownership of Intellectual Property

The CRTC has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts:

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)



Canadian Radio-television and
Telecommunications Commission

Conseil de la radiodiffusion et des
télécommunications canadiennes

Ottawa, Canada
K1A 0N2

CRTC 23-0049

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separate attachments as follows:

- Section I: 1 Technical Bid attachment
- Section II: 1 Financial Bid attachment
- Section III: 1 Certifications attachment
- Section IV: 1 Additional Information attachment

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation 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.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria 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 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.

Section 2: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Annex A

.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section 3: Certifications

Bidders must submit the certifications required under Part 5.

Section 4: Additional Information

Bidders must submit additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex "A"

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) 2014-06-26, Evaluation of Price-Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation,
2. Bids not meeting a, b and c will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three (3) bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.6$	$89/135 \times 70 = 46.1$	$92/135 \times 70 = 47.7$
	Pricing Score	$45/55 \times 30 = 24.5$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.1	73.1	77.7
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid 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 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.2 Federal Contractors Program for Employment Equity - Bid 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 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 for reasons beyond



its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar 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.

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 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.3 Education and Experience

5.2.3.3.1 SACC Manual clause [A3010T](#) 2010-08-16 Education and Experience

The Bidder certifies that all the information provided in the résumés 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.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement required for this RFP.

6.2 Non-Disclosure Agreement

A Non-Disclosure Agreement found in Annex D must be signed and returned with the Bidder's proposal. Failure to do so will render the Bidder's proposal non-compliant.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

7.1.2 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2. Supplemental General Conditions

There are no supplemental general conditions.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4. Delivery Date

All the deliverables must be received on or before July 31, 2023.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lyna Champagne

Title: Agente de l'approvisionnement/Procurement & Contracting Officer

Organization: Canadian Radio-television and Telecommunications Commission (CRTC)

Address: 1 Prom. du Portage, Gatineau, QC J8X 4B1

Telephone: 819-997-4713

E-mail address: Approvisionnements-Procurements@crtc.gc.ca

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.

7.5.2 Project Authority

TBD

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.

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the subsequent contract. Customs duties are excluded and Applicable Taxes are extra.

7.7.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

No.	Report	Timelines from Start of Contract	Percentage
1	Kick Off Project Plan Approval First Biweekly Performance Review	Within first 2 weeks	20%
2	Second Biweekly Performance Review	At 4 th week	10%
3	Third Biweekly Performance Review	At 6 th week	10%
4	Draft Deliverables as mentioned in Annex A	At 10 th week	10%
5	Final Reports and Presentation	At 12 th week	40%
6	Presentation to the CRTC	By the end of the 16 th week	10%

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:



- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid 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 Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



7.11 Priority of Documents

If there is a discrepancy between the wording 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) the general conditions in *SACC Manual* clause [2035](#) 2022-12-01 General Conditions – Higher Complexity – Services
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated _____,

7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) 2006-06-16 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Limitation of Liability

1. 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.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$50,000.00. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. The Contractor agrees to pay to Canada the amounts of all of Canada's losses, liabilities, damages, costs, and expenses resulting from any claim made by a third party relating to the Contract, including the complete costs of defending any legal action by a third party. The Contractor agrees that Canada is not required to have satisfied its liability to the third party before the Contractor is obliged to pay Canada in respect of that liability. The Contractor also agrees, if requested by Canada, to defend Canada against any third party claims.

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



ANNEX A STATEMENT OF WORK

STATEMENT OF WORK

1) **Title:**

Evaluation of Rogers' Network for resiliency related to July 8, 2022 outage.

2) **Objective:**

The objective of this requirement is to analyse and assess Rogers' wireless and wireline telecommunications networks for resiliency in all aspects related to the July 8, 2022 outage including network architecture; business management process and controls; change management processes; incident management processes and the Rogers' plans to enhance resilience of their networks.

3) **Background:**

The Canadian Radio-television and Telecommunications Commission (CRTC) is an administrative tribunal that regulates and supervises broadcast and telecommunications in the public interest under the *Broadcasting Act* and *Telecommunications Act*. The activities of the CRTC Telecommunications Sector are aimed at ensuring Canadians can connect to quality and innovative communication services at affordable prices and enhancing the safety of Canadians by promoting compliance with and enforcement of its regulations, including 9-1-1 services.

Rogers Communications Canada Inc. (Rogers) is one of the leading national telecommunications service providers in Canada. Rogers provides landline and mobile telephony, Internet services, digital television, broadcasting, cable television and publishing services to its customers all over Canada.

On July 8, 2022, Rogers' telecommunications network suffered a major country wide network outage for both wireless and wireline networks which lasted for several days for some of their customers. This network outage left more than 10 million customers of Rogers without connectivity all over Canada. Customers of other telecommunications network operators; businesses; financial institutions; and others that rely on Rogers' telecommunications network and services were also affected. Customers were not able to initiate 9-1-1 emergency calls during this outage. Interac financial services all over Canada remained unavailable as well.

The CRTC is seeking to evaluate the resilience of Rogers' telecommunications network architecture and business management processes in relation to the causes of the July 8, 2022 outage. The CRTC is also seeking to evaluate if the changes proposed by Rogers in response to this network outage are sufficient to make the network more resilient or if Rogers requires additional specific measures to prevent major outages in the future.

4) **Statement of Work (SOW):**

CRTC requires the services of a contractor to conduct a forensic level technical review of Rogers' wireless and wireline telecommunications networks for resiliency and reliability in all aspects that lead to the July 8, 2022 outage including network architecture; business management process and controls; change management processes; and incident management processes. The contractor will also evaluate if the changes made and proposed by Rogers in response to this network outage are sufficient to make the network more resilient or if Rogers requires additional specific measures to prevent major outages in the future.



The services will be required for a period of 16 weeks commencing from contract award.

4.1 Tasks / Activities / Milestones / Deliverables:

4.1.1 Tasks:

The Contractor is required to perform the following tasks:

a) Network Architecture/Resiliency:

- i. Analyse Rogers' wireless and wireline telecommunications networks for resiliency and robustness in all aspects related to the July 8, 2022 outage including network architecture, business management process and controls, and change management processes. This analysis is to be categorized separately into: Network Architecture / Resiliency; Business Management Process; and handling of 9-1-1 calls being an originating network during outages for both their wireless and wireline network.
- ii. Develop a deep understanding of the Rogers' wireless and wireline telecommunications networks and business processes related to the outage and perform a forensic analysis of Rogers' reaction to the network outage event of July 8, 2022. The Contractor would also interview key leaders at Rogers, including, as required, the Chief Executive Officer and the Chief Technology and Information Officer as well as other Rogers' staff.
- iii. Determine if Rogers' network design, architecture, and infrastructure components that were contributing factors to the July 8, 2022 outage are currently resilient and reliable from both a configuration and operational point of view and make recommendations on how Rogers' wireless and wireline telecommunications networks can feasibly be made more resilient and robust. This should include evaluation of:
 - a) Planning, scheduling, reviewing of maintenance and operation changes.
 - b) Lab pre-validation and testing practices before production rollout.
 - c) Monitoring and visualization practices post-rollout for timely issue identification.
 - d) Network monitoring infrastructure to determine if it is sufficient and effective in early fault detection and to initiate network healing processes.
 - e) Level of automation in the incident management process and its contribution to network resiliency.
 - f) Rogers' wireless and wireline common core converged network architecture.
 - g) Rogers own detailed analysis of their network monitoring.
 - h) Thoroughness of the Failure Mode & Effects Analysis (FMEA) of the architecture, if there is one that is separate from the risk assessment.
 - i) All aspects of inter-operability between vendors in the core network.
 - j) Rogers proposed \$250M investment to physically separate wireline and wireless core networks and identify the benefits and the drawbacks of Rogers implementing this change with respect to improving network resiliency and reliability to prevent similar outages in the future.
 - k) Rogers' proposed \$10B investment in network rollout and upgrades.



b) Business Management Process

- i. Review business management processes and procedure in place at Rogers that were a factor in the July 8, 2022 outage and make recommendations for improvement that will help to make the Rogers' network more resilient and reliable and improve Rogers' response to an outage. This should include evaluation of:
 - a) Effectiveness of management and operations practices and tools in relation to network change events.
 - b) Internal risk management strategy with respect to the July 8, 2022 network change event.
 - c) Adequacy of the modifications to the Rogers' internal change management process in the aftermath of the July 8, 2022 outage.
 - d) Internal process for conducting major upgrades specifically how hardware and software upgrades are managed and the roll back procedure in case the upgrade is not successful or encounter an incident.
 - e) Incident management process.
 - f) Onboarding process for their hardware and software vendors before and during implementing updates in the core network.
 - g) Risk assessment process in the case of multi-vendor architecture and/or dependencies.
 - h) Internal protocols to notify Incumbent Local Exchange Carriers (ILECs), Telecommunications Service Providers (TSPs), Public Safety Answering Points (PSAPs) for 9-1-1 and Emergency Management Offices (EMO's) for alerting when and after an outage occurs.
 - i) Communication practices with the public and relevant authorities in case of an outage.
 - j) Internal governance of Method of Procedure (MOP) adherence during planned network changes.
 - k) Contingency plans in case of an outage.
 - l) Vendor (hardware/software) engagement strategy in case of emergency.
 - m) Internal communication mechanism during a network change event.
 - n) Disaster recovery and business continuity processes for all Network Operation Centers (NOC).

c) Handling of 911 Calls during outages impacting its network(s)

- ii. Review Rogers' prioritization of 9-1-1 calls during network outages and in its restoration of service processes and assess whether these are sufficient given the critical importance of accessing emergency services.
 - iii. Recommend changes that need to be made by Rogers to ensure Canadians can continue to successfully dial 9-1-1 during a network outage.
- d) Participation and/or presentation at meetings may be required.
- e) An executive presentation covering key findings and recommendations that will be presented to the CRTC by the Contractor either in person or remotely, at the CRTC's discretion.
- f) May include site visits at key Rogers' facilities in the Greater Toronto Area (GTA), including at Rogers' Network Operations Centres.



- g) Meetings and presentations will be provided through MS Teams.

4.1.2 Deliverables:

The Contractor is required to provide the following deliverables:

- a) A detailed report covering all the above listed tasks. The report should clearly indicate the Contractor's findings and recommendations.
- b) An executive summary of the report with its key findings and recommendations.
- c) An executive presentation covering key findings and recommendations.

4.1.2.1 Format:

Written material must be provided in English and in a format compatible with Microsoft Word 2009 or newer and should comply with the requirements for web publishing as outlined at **Annex-E**.

Presentation material must be provided in a format compatible with Microsoft PowerPoint 2009 or newer.

4.1.2.2 Work Location and Hours

All Work will be conducted off-site at the Contractor's location. The Contractor must be available to receive communications from the CRTC between the core work hours of 09:00 to 17:00 EST Time, Monday to Friday.

4.1.3 Milestones:

A draft of each deliverable listed at 4.3 must be provided electronically for review by the Project Authority (PA) twenty-one (21) calendar days prior to the end of the Task with the final version provided at the end as per the specified timeframe determined by the CRTC.

The work is expected to be completed within 4 months from the start of the contract. Deliverable milestones will be as follows:

No.	Report	Timelines from Start of Contract	Percentage
1	Kick Off Project Plan Approval First Biweekly Performance Review	Within first 2 weeks	20%
2	Second Biweekly Performance Review	At 4th week	10%
3	Third Biweekly Performance Review	At 6th week	10%
4	Draft Deliverables as mentioned at 4.1.2 above.	At 10th week	10%
5	Final Reports and Presentation	At 12th week	40%
6	Presentation to the CRTC	By the end of the 16 th week	10%



5) Official Languages:

The Bidder's resource(s) are fluent in English in order to communicate verbally and in writing in with the client. All deliverables will be provided in English

6) Constraints:

All correspondence initiated by the Contractor must be submitted to the Project Authority (PA). Correspondence is defined as records of conversations or decisions as well any written correspondence in any format.

7) CRTC Obligations:

CRTC and the person identified as the Project Authority (PA) will provide:

- Access to CRTC policies, decisions, publications, reports and studies.
- Provide comments related to content, format on draft reports within ten (10) working days.
- CRTC will provide the Contractor with information provided to the CRTC by Rogers pursuant to section 39 of the *Telecommunications Act* as the CRTC considers appropriate.

8) Contractor Obligations:

- The Contractor shall ensure that all information provided by the CRTC will be retained in confidence and will not be disclosed to third-parties. Information provided by the CRTC that relates to Rogers may be discussed with Rogers or its designated representative to the extent necessary to fulfill the tasks.
- Any communication with a Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the Contract Authority (CA).
- To contact the Contract Authority, and only the Contract Authority, for any contractual issues.

9) Travel/Living Expenses:

Travel to the Greater Toronto Area may be needed to visit key Rogers' facilities. Transportation between the Contractor's office, Roger's facilities and CRTC locations are the responsibility of the Contractor and the Contractor's Resources. CRTC will not be held accountable for insurance or reimbursement for any travel or living expenses.

10) Security:

N/A



11) Intellectual Property:

CRTC has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, as the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

12) EVALUATION PROCEDURES

12.1 Proposals will be evaluated in three (3) separate steps as follows:

- a) Evaluation of the technical and financial Mandatory Requirements as listed in Section 12.0 below. Only proposals meeting all of the Mandatory Requirements will advance to Step b).
- b) Evaluation of the technical rated requirements as listed in Section 13.0 below. Only proposals meeting all of the rated technical requirements will advance to Step c).
- c) Evaluation of the financial rated requirements as listed in Section 14.0 below.

Note: Canada may choose to terminate the evaluation of any proposal upon the first findings of non-compliance with a mandatory requirement or upon the first finding where a proposal fails to meet a minimum score for a rated requirement

12.2 An evaluation team composed of representatives of CRTC will evaluate the proposals. The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to the RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, at CRTC, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.



MANDATORY REQUIREMENTS

Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidder to ensure that the proposal meets ALL of the Mandatory Requirements as indicated below.

Attention Bidders: **Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.**

Criteria	Page #	Yes / No
M1 – Methodology / Approach The Bidder must provide a description of the overall approach and strategy (ies) proposed for this requirement as well as a workplan describing the level of effort, team resource allocation and timelines to address all elements of the Scope of Work		
M2 – Company / Firm Experience In their company / firm profile, the Bidder must demonstrate in a minimum of three (3) projects that the company has at least seven (7) years of relevant expertise and experience in the last ten (10) years in offering their services as described in this RFP. For each identified experience, they must identify the following: <ul style="list-style-type: none">- Members of the team- The project on which work was done- The client for whom the work was done- How the work was similar to the one required in this RFP		
M3 – Resource Experience Bidder's must include within their proposal a detailed curriculum vitae (c.v.) for the proposed resource(s) named in its proposal. The c.v. must include: <ul style="list-style-type: none">• Experience in evaluating telecommunications networks and services The proposed resource(s) must meet the following minimum qualifications: <ul style="list-style-type: none">• A minimum of 7 years of experience in evaluation and analysis of telecommunications networks and services within the past 10 years.• Evidence of a university degree in the field of Telecommunications engineering, Computer Science, Electrical Engineering, Science in Applied Telecommunications, Network Engineering, Information and Communications Technology or Wireless and Network Engineering or in an acceptable field.		



M4 – Project Experience The Bidder must provide examples of three (3) relevant projects which demonstrate the Bidder's experience in making research-based recommendations on improving telecommunications networks and services. For each project, the Bidder must provide project title, when the project was undertaken, amount (in Canadian Dollars), and client.		
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POINT RATED REQUIREMENTS

Bidders must achieve or exceed a minimum technical score in each of the Point-Rated Requirements established for evaluation of the technical proposal. Only those proposals receiving a minimum noted score in each of the Point-Rated Requirements will be considered further. Compliant proposals, being those meeting ALL Mandatory Requirements AND achieving the minimum technical scores for the Point-Rated Requirements, will be evaluated on the basis of the Bidder's Cost/price proposal and the score achieved in the point-rated criteria. The value of the technical proposal evaluation is 70% in the overall score for the submission.				
Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which address the requirement identified in the criteria				
CRITERIA	Page #	Points Allocated	Minimum Points Required	Score
R1 – Methodology The Bidder's proposal should clearly indicate the proposed methodology for completing the work and tasks outlined in this RFP. The Bidder's proposal should outline a work plan to complete the work described in this RFP. The proposal will be evaluated as follows: <ul style="list-style-type: none">• Describing the approach taken in completing the task required in this RFP (5 points)• A Work Breakdown Structure (WBS) that details the number and types of experienced personnel (including backups) needed to complete the tasks / activities described in the RFP (5 points)• Defining project risk and the risk mitigation processes to be implemented throughout the project (5 points)• Describing how the project will be kept on time and on budget (5 points) Up to 5 points each to a maximum of 20 points		20	15	



R2 – Company / Firm Experience The Bidder should demonstrate experience in three (3) projects within the past (seven) 7 years in offering the services relevant to the requirements of the RFP. This should include work performed by the bidder for a commercial telecommunications operator in the following: <ul style="list-style-type: none">• Telecommunications network and services evaluation (5 points per project)• Telecommunications business management process evaluations (5 points per project)• Knowledge of 9-1-1, emergency calling and emergency alerting systems and workflows (5 points per project) Up to 15 points each per project to a maximum of 45 points		45	34	
R3 – Resource Experience The Bidder should provide the names of the resources proposed along with their roles within the team. The Bidder should demonstrate that the combined resources proposed have experience in design, operation and upgrade of telecommunications networks and services in the following areas in three (3) projects: <ul style="list-style-type: none">• Network Core architecture (2 points per project)• Wireline/Wireless network design (2 points per project)• Multi-vendor network configuration (2 points per project)• Network operation and management processes (2 points per project)• Emergency alerts and 9-1-1 calling (2 points per project)• Change management specifically related to telecommunications network operations (2 points per project)• Business management process (2 points per project)		42	31	



R4 – Project Experience The Bidder should demonstrate in three (3) projects, the expertise and experience within the past seven (7) years in offering the services relevant to the requirements of this RFP in the following: <ul style="list-style-type: none">- Evaluating telecommunications networks and service (5 points per project)- Making recommendations for improvement (5 points per project)- Presenting these recommendations to the executive level staff (5 points per project) Up to 15 points for each project up to a maximum of 45 points		45	34	
R5 – Technical Experience The Bidder should demonstrate that the combined resources proposed have expertise and experience in three (3) projects within the past seven (7) years in the following areas: <ul style="list-style-type: none">• Core architecture and routing protocols including interior routing protocols and interior gateway protocols (4 points per project).• Wireline/Wireless network architecture design types i.e. wireline (Data Over Cable Service Interface Specifications {DOCSIS} and Fibre to the Home {FTTH} architectures) and wireless (Radio Access Network {RAN} and Evolved Packet Core {EPC}, third generation/fourth generation/fifth generation {3G/4G/5G} technology, Global System for Mobile Communications {GSM}), telephony (Public Switched Telephone network {PSTN}, Session Initiation Protocol {SIP} trunking) (4 points per project).• Multi-vendor network and core configuration, routing, interworking, interoperability and testing (4 points per project).• Network operation and management processes (in-band/out-of-band management) (4 points per project).• General network outage management and troubleshooting including standard operating		84	63	



<ul style="list-style-type: none">practices, procedures and escalations (4 points per project).Emergency services and its network architectures including Emergency Alerting, Basic 9-1-1, Enhanced 9-1-1 and NG9-1-1 (9-1-1) from an originating network perspective, for both wireline and wireless (4 points per project).Business process, control management, and change management specifically related to telecommunications network operations, network upgrade processes and network disaster recovery procedures (4 points per project).				
Total Maximum Technical Points = 236	Overall Minimum Points Required = 177			
	Total Bidder Score =			

Note: CRTC may choose to terminate the evaluation upon 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.

13) FINANCIAL PROPOSAL

The total cost of the project must not exceed **\$300,000.00 (taxes extra)**, including travel and all other expenses. Proposals costing more will be rejected, and will not be evaluated.

13.1 Basis of Payment:

The Bidder's financial proposal must include a firm price for this project, taxes extra. Costs in the proposal must be broken downs as follows:

13.2 PAYMENT SCHEDULE:

It is understood and agreed that in accordance with the General Conditions within the contract and subject to performance of the work to the entire satisfaction of CRTC, milestone payments shall be made as indicated in section 7.7.3.

All payments will be contingent upon CRTC's satisfaction with the deliverables.



14) CONTRACTOR SELECTION METHOD

Highest Compliant Combined Rating of Technical Merit and Price:

It is understood by the parties submitting proposals that, to qualify, Bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at **70 %** of the bid and price at **30 %**.

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 70%

Price: 30%

Technical Score = $\frac{\text{Bidder's Points}}{\text{Maximum Points}} \times 70\%$

Cost Score = $\frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 30\%$

Total Score = Technical Score + Cost Score

The proposal will be awarded to **the highest total technical and price score**.

14.1 Non-Compliance / Unacceptable Proposals:

Failure to meet the mandatory requirements of this RFP will result in your proposal being declared non-responsive.

Proposals received after the proposal closing time will not be considered and will be returned unopened to the bidder. Further, for any proposals which are found to be non-compliant, the financial part of the bid or proposal will be returned unopened with a letter from CRTC indicating that the bid/proposal was non-compliant.

14.2 Announcement of Successful Bidder

The Contracting Authority will communicate to all bidders the name and address of the successful candidate as well as the total dollar value and award date for the contract only after contract sign-off.



15) 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; and
- (g) Negotiate with the sole responsive Bidder to ensure best value to Canada.

16) BID COST

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.

17) DEBRIEFING

Bidder(s) may request a debriefing within seven (7) days of being informed their proposals were deemed non-compliant or unsuccessful in obtaining the contract for this RFP. Requests for debriefing can be made either by telephone, or e-mail ONLY to the Contracting Authority named on page two (2) of the RFP. Debriefings can be made via teleconference or in person subject to availability.

18) AWARDING OF CONTRACT

One contract only will be awarded and it will be offered to the Bidder whose proposal is selected by CRTC's assessment team based on the Contractor's Selection Method at Section 14.0 above.



ANNEX B to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)



ANNEX C to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. 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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



ANNEX D NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work for Canadian Radio-television and Telecommunications Commission (CRTC), I may be given access to information by or on behalf of Canada (represented by CRTC) in connection with the Work, including any information that is confidential or proprietary to third parties. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary, confidential or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Work.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by the CRTC on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to me by Canada must be used solely for the purpose of the Work and must remain the property of Canada.

DEFINITIONS

"Confidential Information" means all information (including formulae, patterns, compilations, programs, designs, concepts, devices, methods, techniques and processes) of the CRTC that is not public or that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and includes, without limitation, business plans, business strategies, marketing plans, customer lists, price lists, cost information, information about employees, descriptions of inventions, process descriptions, descriptions of technical know-how, engineering and technical specifications and documentation, reports, knowhow, performance specifications, network diagrams and configurations, pending or abandoned patent applications and other materials of whatever description, whether subject to or protected by copyright, patent or trademark, registered or unregistered, or otherwise disclosed or communicated (whether in writing or orally) before or after the date of this Agreement, by the CRTC to the Contractor. Confidential Information may be written, oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible.

All materials and information disclosed by the CRTC to the Contractor will be presumed to be Confidential Information and will be so regarded by the Contractor.

Confidential Information shall not include that information that the Consultant can conclusively establish: (i) is or subsequently becomes publicly available without the breach of the Consultant of any obligation owed under this Agreement; (ii) is obtained by the Consultant from a third party without any obligation to keep that information confidential; or (iii) is independently developed by the Consultant without the use of Confidential Information.



Canadian Radio-television and
Telecommunications Commission

Conseil de la radiodiffusion et des
télécommunications canadiennes

Ottawa, Canada
K1A 0N2

CRTC 23-0049

I agree that the obligation of this agreement will survive the completion of the Work.

Signature

Date



ANNEX E REQUIREMENTS FOR PREPARING REPORTS FOR THE WEB

REQUIREMENTS FOR PREPARING REPORTS FOR THE WEB

1. While drafting the report and creating images for the report, the supplier must ensure compliance with the [Government of Canada's Standard on Web Accessibility](#). The CRTC also developed guidelines on [Creating Accessible Documents](#) as well as a *Checklist for preparing reports for the web* that must be followed in the final report.
2. The supplier must provide all of the following items to the Project Authority so that the CRTC's web team can convert the report into an accessible format. The Project Authority will review the items and request changes they deem necessary:
 - Draft English or French report for review, in Word file
 - Final English and French executive summary in separate Word files – if applicable
 - Final English and French executive summary in separate PDF files – if applicable
 - Final English and French report in separate Word files
 - Final English and French report in separate PDF files
 - Final image files (JPEG, GIF, or PNG format) of each image included in the report
 - Alternative text, in English and French, for each image included in the report
 - Original data files (i.e. Excel, SPSS or other)
 - A full set of tabulated data (Word or Excel format)
3. Translate all images included in the report and provide final files (JPEG, GIF, or PNG format) for each. Images must be numbered sequentially and saved at 60-100% quality.
4. All images included in the report must be provided in both official languages in a JPEG, GIF, or PNG format.
 - Ensure images are high enough resolution to be easily understood, and if there is text in the image it is large enough and high enough contrast with the background to be easily legible.
 - Provide all images separately as .jpg, .gif or .png
 - File extension of images should be .jpg, .gif or .png and NOT .JPG, .GIF, or .PNG
 - Number images sequentially corresponding to the order they appear in the report (eg. f1.jpg, f2.jpg, f3.jpg, etc.); avoid file names that contain upper case, dashes, spaces or special characters.
 - Keep the file size of the images under 1 MB if possible.



- English images should be in one folder (img/eng); French images should be in a different folder (img/fra).

Checklist for preparing reports for the web

- ☐ Italics should only be used for names of official acts ex/ *Access to Information Act*.
- ☐ Bold should be used sparingly for emphasis and not used to identify headings.
- ☐ Avoid hitting enter several times to add extra space or line breaks to layout your document.
- ☐ Another formatting faux-pas is using all caps for headings, as well as title case. Headings should be in sentence case.
 - All caps – ex/ GROUPING OF COMPANIES BY OWNERSHIP
 - Title case – ex/ Grouping Of Companies By Ownership
 - Sentence case – ex/ Grouping of companies by ownership
- ☐ Underline shouldn't be used anywhere – in other words, even if it's a hyperlink you shouldn't be manually underlining it in your document. To properly hyperlink a word or a group of words in your document highlight/select them with your mouse, then right click and select Hyperlink. Once the Hyperlink dialogue box opens up you can put the correct URL in the Address field.
- ☐ Use descriptive link text so the user knows what to expect when clicking on the link. (Never use “click here” or “read more” as your link.) Remember web content is most often scanned by the reader. “Click here” could be linking to anything.

For example: When creating hyperlinks, the link text should most often be the title of the document it is linking to, or at least closely related to the title.

Ex/ Read the [simplified Wireless Code](#) to learn more about your rights.

- ☐ If more than one link on a page shares the same link text, those links must point to the same content to avoid user confusion.
- ☐ Bullets and subheadings are a great way to break up text and make it more “readable”.
- ☐ Use formatting features in Microsoft Word to organize your document properly. On the HOME tab, use styles to apply Normal, Heading 1, Heading 2, and Heading 3 as needed.





Use Heading 1 for the title of the page

Use Heading 2 for sub-headings

Use Heading 3 for sub sub-headings

- ☐ Do not copy web content and include it in your document. Moreover, if the information already exists online somewhere, simply link to it instead.
- ☐ Do not use tables for anything other than numbers/data. Never use tables for any type of layout!

If you are using tables for numbers/data try and keep the tables as simple as possible. If a table gets an overly complex header structure, it might make more sense to break the table into more than one table, or simplify the headers. Also some data is simple enough that it might be better in a series of lists or paragraphs.

- ☐ Think of your audience when writing. Avoid using jargon, acronyms or other “internal lingo” that they might not understand.
- ☐ If there’s text in a language other than the main language of the document, please highlight it or add a comment to identify it. It will need to be coded properly during HTML conversion for a screen reader to read it correctly.
- ☐ Images, including infographics, usually require **Alt text** and/or **long descriptions**.

Alt text and long descriptions are written copy that appear in place of an image on a webpage if an image fails to load on a user’s screen. It also helps screen reading tools describe images to visually impaired readers and allows search engines to better crawl and rank your web content.

More information is also available on our [Creating Accessible Documents](#) page and there are numerous examples of long descriptions in the [DNCL report](#).