CRTC-24-0037

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

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

Attention: Bid Receipt 24-0037

Courriel - Email: Approvisionnements-Procurements@crtc.gc.ca

## **REQUEST FOR PROPOSAL -DEMANDE DE PROPOSITION**

## Proposal to:

Canadian Radio-television and Telecommunications Commission (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 cijointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Instructions: See Herein

## **Comments - Commentaires**

This document contains a Security Requirement

## Issuing Office - Bureau de distribution

Canadian Radio-television and Telecommunications Commission (CRTC) / Conseil de la radiodiffusion et des télécommunications canadiennes (CRTC)

Title - Sujet

Comparative Analysis of International Mobile Wireless Roaming Rates of Canadian Wireless Service Providers and International Counterparts

Solicitation No. - N° de Date l'invitation 2023-12-21

CRTC 24-0037 Solicitation Closes -

L'invitation prend fin

Time Zone Fuseau horaire

Eastern Standard Time EST

2024-02-01 F.O.B. - F.A.B.

at - à 02:00 PM

Plant-Usine: Destination: X Other-Autre:

Address Inquiries to : - Adresser toutes questions à: Approvisionnements-Procurements@crtc.gc.ca

Telephone No. - N° de téléphone :

873-353-9505

**Destination – of Goods, Services, and Construction:** Destination - des biens, services et construction :

Instructions: See Herein **Instructions:** Voir aux présentes

Delivered Offered -Delivery required -Livraison exigée Livraison proposée

Instructions: See

Herein

**Instructions:** Voir aux

présentes

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)

Signature Date 24-0037

# File No. - N° du dossier CRTC-24-0037

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 $\begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ 24\text{-}0037 \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ 24\text{-}0037 \end{array}$ 

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## 1.1 Security Requirements

**PART 1 - GENERAL INFORMATION** 

- 1. Before award of a contract, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 -Resulting Contract Clauses;
  - (b) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### 1.2 Statement of Work

CRTC requires the Contractor to provide comparative analysis of international mobile wireless roaming rates of Canadian wireless service providers and international counterparts The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

## 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 business days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

#### 2.2 Submission of Bids

Bids 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:

#### **SOLICITATION NUMBER: 24-00037**

Canadian Radio-Television and Telecommunications Commission

**Procurement Services** 

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to CRTC 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 <u>Financial Administration Act</u>, 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.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u>
<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u>
<u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant

<sup>&</sup>quot;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.

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to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

## 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 5 calendar days before the bid closing date. Enquiries received after that time may 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

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

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 <u>Policy on</u> 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 and the Commission to exercise its authority.

## 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (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

- (a) Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:
  - i. Section I: Technical Bid (1 soft copy)
  - ii. Section II: Financial Bid (1 soft copy)
  - iii. Section III: Certifications not included in the Technical Bid (1 soft copy)

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

NOTE: The maximum size per email (including attachments) is limited to 20MB. If the limit is exceeded, your e-mail might not be received by CRTC. It is suggested that you compress the e-mail size or send multiple e-mails to ensure delivery. Bidders are responsible for sending their proposal and to allow enough time for the CRTC to receive the proposal by the closing period indicated in this RFP.

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For bids transmitted by e-mail, CRTC will not be responsible for any future issue attributable to the transmission or receipt of the e-mail bid. CRTC will send a confirmation e-mail to the Bidder(s) when the submission is received.

- (b) Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:
  - i. Use a numbering system that corresponds to the bid solicitation;
  - Include a title page at the front of each volume of the bid that includes the title,date, bid solicitation number, bidder's name and address and contact information of its representatives; and
  - iii. Include a table of contents.
  - iv. Soft copies will be accepted in any of the following electronic formats:
    - · Portable Document Format .pdf
    - Microsoft Word (.doc)
    - Microsoft Excel (.xls)
- (c) In order to assist Canada in meeting the objectives of the <u>Policy on Green Procurement</u> when feasible bidders should prepare and submit their bid as follows:
  - 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
  - Include all third-party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).
  - 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
    - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content;
    - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs, spiral binding or binders, and must not contain any single-use plastics.
- d) Canada is committed to achieving <u>net zero greenhouse gas (GHG) emissions by 2050</u> in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:
  - there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
  - you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
    - Canada's Net-Zero Challenge;
    - o the United Nations Race to Zero:
    - the Science-based Targets Initiative;
    - the Carbon Disclosure Project;
    - the International Organization for Standardization;
  - you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

#### Section I: Technical Bid

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In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet these requirements and how they propose to carry out the Work. 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.

Refer to Annex 'B'

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. Refer to Annex 'C'

## 2.1.1 Electronic Payment of Invoices – Bid

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

If Annex "D" 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 III: Certifications

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

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including "technical and "financial", evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

The evaluation team reserves the right but is not obliged to seek clarification or verify any or all information provided by the Bidder with respect to this RFP.

#### 4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex 'B'.

#### 4.1.1.1 Mandatory Technical Criteria

Attached as Annex "B"

#### 4.1.1.2 Point Rated Technical Criteria

Attached as Annex "B"

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#### 4.1.2 Financial Evaluation

Attached as Annex "C"

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

#### 4.2.1

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 the 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

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

## 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.

#### **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.

## **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, retender 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.

## **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.

## **AWARDING OF CONTRACT**

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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 4.2 above.

#### 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 declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 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 provided will render the bid non-responsive.

## 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Security Requirements – Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the

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Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

## 5.2.3 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 <a href="Employment and Social">Employment and Social</a> 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.

## 5.2.4 Non-Disclosure Agreement

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

Delete this title and the following sentence at contract award

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

## 6.1 Security Requirements

**6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Refer to Annex 'G'

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 6.3.1 General Conditions

2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 6.3.2 Supplemental General Conditions

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4009 (2022-12-01), Professional services: Medium complexity, apply to and form part of the Contract.

## 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2024, inclusive.

#### 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Charles Antoine Duquette

Title: Procurement and Contracting Manager

Canadian Radio-television and Telecommunications Commission (CRTC) / Government of Canada

Address: 1 promenade du Portage, Gatineau (Québec), K1A 0N2

Telephone: 873-353-9505

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.

## 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: Mathew Tošaj

Title: Senior Manager Telecommunications

Organization: Canadian Radio-television and Telecommunications Commission

Address: 1 promenade du Portage, Gatineau (Québec), K1A 0N2

Telephone: 613-878-6887

E-mail address: Matthew.Tosaj@crtc.gc.ca

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.

#### 6.5.3 Contractor's Representative

Fill in upon contract award

Name:		
Γitle:		
Company:		
Address:		
Telephone:	 	
acsimile:	 	
E-mail address:		

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**Proactive Disclosure of Contracts with Former Public Servants** 

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By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

## 6.7 Payment

6.6

## 6.7.1 Basis of Payment

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

## 6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ (Fill in upon contract award)

- 1. Customs duties are subject to exemption and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.7.3 Milestone Payment

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 using <u>PWGSC-TPSGC 1111</u>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

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- b. all the certificates appearing on form <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a> have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

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

No.	Deliverable	Date	%
1.	Work plan and methodology (SOW specific plus proposed additions, as applicable) approval as noted at 7.i.a. to c.	1 week from signing date of contract	20
2.	Performance review I  Research findings and analysis as noted at 7.i. to iii.	5 weeks from deliverable 1	20
3.	Performance review II  First draft of report and presentation as noted at 7.ii.a. to e.	3 weeks from deliverable 2	20
4.	Final report versions (complete and abridged, as applicable) including appendices: data (complete and randomized or version excluding Canadian WSPs, as applicable) + bibliography + presentation as noted at 7.iii. to v.	2 weeks from deliverable 3	30
5.	Delivery of presentation (in person or remotely) as noted at 7.v.	1 week from deliverable 4	10

## 6.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

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#### 6.8 Certifications and Additional Information

## 6.8.1 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.

#### 6.9 Applicable Laws

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

## 6.10 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 <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- (c) Supplementary conditions 4009 (2022-12-01), Professional services: Medium complexity, apply to and form part of the Contract.
- (d) Annex X, Statement of Work
- (e) Annex X, Basis of Payment
- (f) Annex X, Security Requirements Check List
- (g) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)) including its Inuit Benefits Plan. (if applicable).

#### 6.11 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".

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#### 6.12 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

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#### ANNEX "A"

## STATEMENT OF WORK

#### 1.0 TITLE

Comparative analysis of international mobile wireless roaming rates of Canadian wireless service providers and international counterparts.

#### 2.0 OBJECTIVE

The Canadian Radio-television and Telecommunications Commission (CRTC) requires an in-depth comparative analysis of how international mobile roaming (IMR) rates charged by Canadian wireless service providers (WSPs) to their subscribers compare with those charged by international counterparts (i.e., WSPs providing mobile wireless services in these countries: Australia, France, Germany, Italy, Japan, Mexico, the United Kingdom, and the United States).

The study must include an analysis of the factors that may explain the differences (e.g., regulatory, economic, geopolitical, structural and/or technical) between the IMR rates charged by Canadian WSPs to their subscribers and those charged by WSPs providing mobile wireless services in the selected international jurisdictions.

The resulting report may inform the next steps the CRTC may take on this topic. If the CRTC determines that a public process will be held on this topic, CRTC staff will include a version of the report, which may be abridged, in the public record of the process. Otherwise, a version of the report will be made available on the CRTC website.

#### 3.0 BACKGROUND

The CRTC is an administrative tribunal that regulates and supervises broadcasting and telecommunications in the public interest. The CRTC mandate is entrusted by the Parliament of Canada and administered through the Minister of Canadian Heritage. It focuses in large part on achieving policy objectives established in the *Broadcasting Act* and the *Telecommunications Act*.

Pursuant to the <u>Order Issuing a Direction to the CRTC on a Renewed Approach to Telecommunications Policy</u> (the Policy Direction), the CRTC, among other things, should consider how its decisions promote competition, affordability, consumer interests and innovation, in particular the extent to which they would foster affordability and lower prices. The Policy Direction also states that the CRTC should periodically review the effectiveness of its mobile wireless services regulatory framework in meeting its objectives and, in doing so, consider factors that could harm competition, such as coordinated conduct between carriers, and make any necessary adjustments to the framework. The <u>2023 Federal Budget</u> also announced the government's intention to work with regulatory agencies, provinces, and territories to reduce certain fees for Canadians, which could include telecom roaming charges.

In spring 2023, certain Canadian wireless service providers (WSPs) announced increases to their IMR rates. The CRTC regulates domestic wholesale roaming rates, terms and conditions pursuant to Telecom Regulatory Policy 2015-177 and Telecom Decision 2017-56.

In the last review of domestic mobile wireless services (Telecom Regulatory Policy <u>2021-130</u>), the CRTC concluded that mobile wireless retail prices remained high in Canada compared to other jurisdictions, and factors such as costs or network quality did not entirely explain these differences. To address the situation, the CRTC took several actions, including mandating the provision of a wholesale facilities-based mobile virtual network operator (MVNO) access service (terms and conditions set out in Telecom Decision <u>2022-288</u>), and requiring Bell, Rogers, TELUS, to implement seamless roaming as part of their wholesale roaming service (Telecom Decision <u>2022-102</u>).

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The CRTC did not assess IMR rates charged by Canadian WSPs to their subscribers as part of this review.

#### 4.0 SCOPE OF WORK

The CRTC requires the Contractor to:

- i. Provide information about the applicable market structure and regulatory approaches for IMR in Australia, France, Germany, Italy, Japan, Mexico, the United Kingdom, and the United States, including information about applicable international roaming arrangements between jurisdictions (e.g., within regional economic blocs) and on any shifts in applicable regulations over the last five years.
- ii. Conduct an in-depth comparative analysis of the retail IMR rates (voice, SMS, and data roaming services, either provided on a stand-alone basis or bundled) charged by Canadian WSPs to their subscribers and those charged by WSPs providing mobile wireless services in Australia, France, Germany, Italy, Japan, Mexico, the United Kingdom, and the United States. For international price comparison purposes, foreign currency prices can be converted to Canadian dollars using currency market exchange rates adjusted for purchasing power parity (PPP) differences between countries. For this study, the OECD's latest available PPP comparative price level indexes can be used for this purpose. As rates change rapidly, data used for the analysis must be collected on at least three different dates at least seven days apart.
  - a. Consider in the analysis: bundling practices, exemptions, data caps/fair use policies/control mechanisms, and overage charges. Provide the methodology used for the comparative analysis and highlight any differences in specific terms and conditions applying to the rates or plans that may impact the analysis.
  - b. Consider in the analysis the differences between IMR rates charged in economic trade zones and/or areas with proximity ties compared to other international jurisdictions,
  - c. Consider in the analysis the availability and use of different IMR flat-rate roaming plans (e.g., flat daily, three-day, monthly) and pay-per-use IMR voice, SMS, and data, including the average use per day, the extent to which price per use is used, plus the price per day compared to the price per use.
  - d. Other factors that should be considered include:
    - i. Whether access to emergency services is considered in pay-per-use usage,
    - ii. Terms and conditions pertaining to prepaid and open data bundles, and/or
    - iii. Whether machine-to-machine communications are included and/or regulated.
- iii. Provide a description and an assessment of which factors and considerations (e.g., international termination rates, wholesale IMR rates, facilities-based relative to MVNOs, and/or other regulatory, economic, geopolitical, structural, or technical factors) may explain the differences in IMR rates charged by Canadian WSPs compared to international counterparts.
- iv. Provide information and an assessment of trends and technological changes (e.g., tablets for mobile network operator selection; software-defined Subscriber Identification Module (SIM) in small external devices; Wi-Fi services provided through a combination of public networks and private MVNO using a virtual private network) that could influence the dynamics of the IMR market, including impacts on competition.

Suggestions of other elements and/or other approaches may be considered, at the discretion of the evaluation team, provided the mandatory and point-rated requirements are met (refer to PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION).

#### 5.0 TASKS

The study would require the Contractor to take the following steps at minimum to address section 4.0 Scope of Work.

i. Review publicly available documents

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- ii. Analyze confidential documents provided under a non-disclosure agreement (NDA)
- iii. Profile and analyze multiple markets
- iv. Compare the Canadian market with its international counterparts
- v. Assess factors impacting IMR differences and market trends

#### 6.0 CRTC RESPONSIBILITIES

The CRTC will provide the Contractor the following:

- i. Staff resources in order to provide clarifications and feedback.
- ii. The preliminary research conducted by the CRTC (shared under an NDA).
- iii. Internal documentation relevant to the deliverables such as applicable wholesale agreements of Canadian WSPs (shared under an NDA).
- iv. The template to use in preparing the report for publication.

#### 7.0 DELIVERABLES and ASSOCIATED SCHEDULE

The final deliverables will consist of:

- i. A detailed work plan for review and approval by the Project Authority, then implementation with applicable changes per Project Authority comments. The workplan will include:
  - a. A critical path detailing major milestones
  - b. A methodology for comparing markets, regulatory approaches, and rates across jurisdictions
  - c. A preliminary list of sources and other research literature which the contractor intends to leverage
- ii. A report to be presented in MS Word, which will include tables, graphs, or charts to support the analysis, up to a maximum of 50 pages excluding the appendices noted below (iii. and v.). The report must include:
  - a. A complete executive summary of the report with its key findings—plus an abridged version for publication, as applicable
  - b. A description of the applicable market structure and regulatory frameworks of international counterparts
  - c. Information on IMR rates charged by Canadian WSPs and by international counterparts, including analysis describing how these rates compare
  - d. A description and analysis of factors that may explain differences in IMR rates charged by Canadian WSPs compared to international counterparts and of the trends that could influence the IMR market
  - e. A conclusion
  - f. An abridged version for publication, as applicable
- iii. The IMR data collected (Excel format) and external resources consulted (bibliography) to be provided to the CRTC—plus a version that includes randomized Canadian WSP data or excludes Canadian WSP data if randomization is not possible, for publication as applicable.
- iv. Graphs, charts, presentation slides, and report summary to be provided in such a way that they can be edited by translation services to produce a version in the other official language (translation is not the responsibility of the Contractor).
- v. A 25-slide presentation (PowerPoint format) on the report prepared for and presented to CRTC staff and Commissioners (e.g., research questions and methodology, key findings and considerations).

The above deliverables will be delivered in a manner consistent with CRTC practices<sup>1</sup>, allowing appropriate CRTC departments to easily update the impacted areas (e.g., Web Services to update numbers/figures on the CRTC website).

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<sup>&</sup>lt;sup>1</sup> Please see Appendices 1 and 2.

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## **Milestones**

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

No.	Deliverable	Date	%
1.	Kick-off meeting  Work plan and methodology (SOW specific plus proposed additions, as applicable) approval as noted at 7.i.a. to c.	1 week from signing date of contract	20
2.	Performance review I Research findings and analysis as noted at 7.i. to iii.	5 weeks from deliverable 1	20
3.	Performance review II  First draft of report and presentation as noted at 7.ii.a. to e.	3 weeks from deliverable 2	20
4.	Final report versions (complete and abridged, as applicable) including appendices: data (complete and randomized or version excluding Canadian WSPs, as applicable) + bibliography + presentation as noted at 7.iii. to v.	2 weeks from deliverable 3	30
5.	Delivery of presentation (in person or remotely) as noted at 7.v.	1 week from deliverable 4	10

The CRTC reserves the right to engage a contractor to repeat the analysis described above, at a future date, to assess shifts and trends in Canada relative to international counterparts.

#### 8.0 **CONSTRAINTS**

Final deliverable is to be submitted 12 weeks from the date of the contract signing. Contract ends 31 May 2024.

The Contractor cannot be affiliated with a Canadian WSP and will be required to provide a written attestation to this effect.

#### 9.0 **LANGUAGE OF WORK**

The work will be primarily conducted in English. The deliverables will be provided in English.

#### 10.0 TRAVEL REQUIREMENTS

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There are no requirements for travel outside of the National Capital Region.

## 11.0 LOCATION OF WORK

The work will be performed at the Contractor's offices with possible consultation with CRTC staff at the CRTC offices in Gatineau or via electronic means as necessary.

#### 12.0 INTELLECTUAL PROPERTY

The Contractor will own the intellectual property (IP) rights in the report and raw datasets. The Contractor grants to the CRTC a license to exercise all IP rights in the report and raw datasets for CRTC activities, including the public dissemination of the material in the report and raw datasets for the purpose of public knowledge and information. The Contractor allows the CRTC to do anything that it would be able to do if it were the owner of the report and raw datasets, other than exploit it commercially and transfer or assign ownership of it. This license is non-exclusive, perpetual, irrevocable, worldwide, fully paid and royalty-free.

#### 13.0 SECURITY

Refer to Annex G

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#### Annex B - Evaluation Criteria

## 1. <u>Mandatory Technical Criteria</u>

Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any 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 <u>ALL</u> the Mandatory Requirements as indicated below. Each mandatory technical criterion should be addressed separately. The Bidder must provide the necessary documentation to support compliance with this requirement.

## **Mandatory Technical Criteria (MT)**

For the mandatory technical criteria specified below, the experience of the Bidder\* will be considered.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

**Attention Bidders:** Next to each criteria write the relevant page number(s) from your proposal which address the requirement identified in the criteria.

Number	Mandatory Technical Criterion	Proposal page no.	Met / Not Met
	Characteristics The Bidder is an organization with staff in Canada that can provide regulatory key findings based on an in-depth comparative analysis of Canada and its international counterparts.		

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MT2	Experience		
	The Bidder is an organization with a minimum of five (5) years'		
	experience within the last seven (7) years conducting research		
	and producing studies related to major global and Canadian		
	markets and the telecommunications industry.		
	Company experience		
	For each experience included, the Bidder must identify:		
	- Members of the team		
	- The project on which work was done		
	- The client for whom the work was done		
	- How the work relates to this RFP		
	Then the work related to the ru r		
	Resource experience		
	The Bidder must provide a detailed curriculum vitae (c.v.) for		
	each proposed resource. The c.v.(s) must include experience in		
	market research, economic and/or costing evaluation, data and		
	trend analysis, including with respect to the telecommunications		
	industry.		
	madaty.		
	Project experience		
	The Bidder must provide examples of three (3) relevant projects		
	which demonstrate the Bidder's experience in drawing research-		
	based conclusions about major global and Canadian markets,		
	regulatory approaches, and commercial practices. At least one		
	(one) of these projects must be related to the		
	telecommunications industry. For each project, the Bidder must		
	provide project title, when the project was undertaken, amount (in		
1470	Canadian Dollars), and client.		
MT3	Work Plan / Methodology		
	The Bidder's proposal includes a work plan outlining how all the		
	requirements and deliverables will be met within the timeframes specified in the SOW.		
MT4	Credibility		
141 1 4	The Bidder is willing to provide a public-facing summary and lend		
	their reputational impact to the independence of this analysis for		
	consideration by the CRTC.		
	In a construction of the construction	1	

## 2. <u>Point-Rated Technical Criteria</u>

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 that receive the minimum score for each of the Point-Rated Requirements will be considered further.

Proposals that meet ALL Mandatory Requirements AND achieve the minimum technical score for the Point-Rated Requirements (i.e., "compliant"), will be evaluated based on 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.

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## **Attention Bidders:**

The Bidder's proposal should respond to the following point-rated technical requirements, in the order shown, and include the referenced section/page from the SOW (Annex #).

Proposals that fail to obtain the required minimum number of points will be declared non-responsive. Each point-rated technical criterion must be addressed separately.

No.	Point Rated Technical Criteria (RT)	Proposal page no.	Max Points Allocated	Min Points Required	Score
RT1	Capacity  (up to 30 points) The Bidder's proposal demonstrates how the proposed resources meet the required capabilities to:  - (15 points) Analyze markets, regulation, and commercial practices related to IMR retail services offered by Canadian WSPs and international counterparts; and,  - (15 points) Perform an in-depth comparative analysis of IMR retail rates charged by Canadian WSPs and international counterparts.  (up to 10 points) The Bidder's proposal demonstrates how the proposed resources meet the required capabilities to:  - (5 points) Assess the factors that may explain the differences in IMR rates charged by Canadian WSPs compared to international counterparts; and,  - (5 points) Assess the trends and technological changes that could influence the IMR market.		40	30	

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RT2	Experience/Expertise		40	30	
	<ul> <li>(up to 40 points) The Bidder's proposal demonstrates how their resources meets the required capabilities/capacities to: <ul> <li>(8 points) Analyze a major industry and related commercial practices of international counterparts relative to Canada;</li> <li>(8 points) Analyze regulatory regimes and trade agreements, related to a major industry, across international counterparts relative to Canada;</li> <li>(5 points) Analyze and evaluate regulatory, economic, geopolitical, structural, or technical factors impacting a major industry worldwide;</li> <li>(8 points) Analyze and evaluate major industry trends based on cost/benefit considerations; and,</li> <li>(3 points) Assess technological changes that could influence the market of a major industry worldwide; and,</li> <li>(up to 8 points / additional 2 points per preceding capabilities/capacities) Bring telecom-specific experience/expertise to preceding capabilities/capacities.</li> </ul> </li> <li>Note: Any previous project descriptions must include the following details.</li> <li>Client name and Project Title</li> <li>Start and end date of project plus project amount (in Canadian dollars)</li> <li>Outcome of the project</li> <li>Note: Summaries will not be reviewed to complement or to identify any additional information pertaining to project descriptions.</li> </ul>		40	30	
RT3	Methodology/Approach		00	40	
	(up to 20 points) The Bidder's workplan outlining how the work described in the SOW will be completed, will be evaluated as follows.  - (up to 15 points / 5 points per element) Provides a clear, logical, and realistic demonstration of the following elements.  • Research methodology • Information and data sources • Comparative methodology  - (5 points) Provides a clear, logical, and realistic demonstration of timelines, milestones, and levels of effort.		20	10	
		_	100	70	
Total	Maximum Technical Points = 100	Overall Mi	nimum Point	ts Required	= 70
		Total Bidd	er Score = T	BD	

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**Note:** CRTC may elect to terminate the evaluation upon first finding of non-compliance. No points are awarded for the mandatory requirements, but each one must be met for the Bidder's proposal to receive consideration and points for the rated evaluation criteria.

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## **ANNEX C – FINANCIAL EVALUATION**

No.	Deliverable	Date	%	Firm Price
1.	Kick-off meeting  Work plan and methodology (SOW specific plus proposed additions, as applicable) approval as noted at 7.i.a. to c.	1 week from signing date of contract	20	
2.	Performance review I Research findings and analysis as noted at 7.i. to iii.	5 weeks from deliverable 1	20	
3.	Performance review II  First draft of report and presentation as noted at 7.ii.a. to e.	3 weeks from deliverable 2	20	
4.	Final report versions (complete and abridged, as applicable) including appendices: data (complete and randomized or version excluding Canadian WSPs, as applicable) + bibliography + presentation as noted at 7.iii. to v.	2 weeks from deliverable 3	30	
5.	Delivery of presentation (in person or remotely) as noted at 7.v.	1 week from deliverable 4	10	
	1	OTAL:		

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## ANNEX D – ELECTRONIC PAYMENT

## **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):	
( ) Direct Deposit (Domestic and International);	
( ) Electronic Data Interchange (EDI);	
( ) Wire Transfer (International Only);	

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ANNEX E - WIRELESS SERVICE PROVIDER (WSP) AGREEMENT

I, the Bidder, by submitting the present attestation to the Contracting Authority, hereby confirm that I have no direct or indirect affiliation with any Canadian Wireless Service Provider (defined as a provider of cellular and personal communications services). The attestation provided to Canada is subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if the attestation 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 attestation. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

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

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ANNEX "F" - 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 Canada 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.

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

 $\begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ 24-0037 \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ 24-0037 \end{array}$ 

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## ANNEX G - SECURITY REQUIREMENT CHECKLIST



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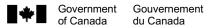
Security Classification / Classification de sécurité

Unclassified

## SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE					
Originating Government Department or Organiza Ministère ou organisme gouvernemental d'origin	2. Branch or Directorate / Direction générale ou Direction				
CRTC	Broadband Fund, Engineering, and Research Branch				
	and Address	a of Cultiparation / Name of advance du accordinate			
3. a) Subcontract Number / Numéro du contrat de	sous-traitance 3. b) Name and Address	s of Subcontractor / Nom et adresse du sous-traitant			
4. Brief Description of Work - Brève description du					
Comparative analysis of international mobile	wireless roaming rates of Canadian wi	reless service providers and international counterparts.			
5. a) Will the supplier require access to Controlled	Goods?	No ☐ Yes			
Le fournisseur aura-t-il accès à des marchan	dises contrôlées?	Non Lifes			
5. b) Will the supplier require access to unclassifie	d military technical data subject to the provi				
Regulations? Le fournisseur aura-t-il accès à des données	techniques militaires non classifiées qui so	nt assujetties aux dispositions du			
Règlement sur le contrôle des données techr	niques?	The debugotines dux dispositions du			
6. Indicate the type of access required - Indiquer le	type d'accès requis				
6. a) Will the supplier and its employees require a	ccess to PROTECTED and/or CLASSIFIED	information or assets? No			
Le fournisseur ainsi que les employés auront	-ils accès à des renseignements ou à des b	oiens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui			
(Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tabl	l Question 7. c) leau qui se trouve à la guestion 7. c)				
6. b) Will the supplier and its employees (e.g. clea		ss to restricted access areas? No Yes			
No access to PROTECTED and/or CLASSIF	IED information or assets is permitted.	Non L Oui			
Le fournisseur et ses employés (p.ex. nettoye L'accès à des renseignements ou à des biens	eurs, personnel d'entretien) auront-ils acces s PROTÉGÉS et/ou CLASSIFIÉS n'est pas	s a des zones d'acces restreintes? : autorisé.			
6. c) Is this a commercial courier or delivery requir		□ No □ Voo			
S'agit-il d'un contrat de messagerie ou de livr	aison commerciales <b>sans</b> entreposage de l	nuit?			
7. a) Indicate the type of information that the suppl	ier will be required to access / Indiquer le ty	pe d'information auquel le fournisseur devra avoir accès			
Canada 🗸	NATO / OTAN	Foreign / Étranger			
7. b) Release restrictions / Restrictions relatives à	la diffusion				
No release restrictions	All NATO countries	No release restrictions			
Aucune restriction relative à la diffusion	Tous les pays de l'OTAN	Aucune restriction relative à la diffusion			
		a la diffusion			
Not releasable À ne pas diffuser					
A fie pas diffuser	<u></u>				
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :			
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays	: Specify country(ies): / Préciser le(s) pays :			
7. c) Level of information / Niveau d'information					
PROTECTED A	NATO UNCLASSIFIED,	PROTĘCŢED A			
PROTÉGÉ A L	NATO NON CLASSIFIÉ	PROTÉGÉ A LJ			
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B			
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C			
PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIAL	PROTEGÉ C			
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL			
CONFIDENTIEL	NATO SECRET L	CONFIDENTIEL			
SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET			
TOP SECRET		TOP SECRET			
TRÈS SECRET		TRÈS SECRET 🔲			
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)			
TRÉS SECRET (SIGINT)		TRÉS SECRET (SIGINT)			



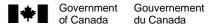


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8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:	No Yes Non Oui
<ol> <li>Will the supplier require access to extremely sensitive INFOSEC information or assets:</li> <li>Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?</li> </ol>	No Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :	
Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis  RELIABILITY STATUS  CONFIDENTIAL  SECRET	TOP SECRET
COTE DE FIABILITÉ CONFIDENTIEL SECRET	TRÈS SECRET
TOP SECRET - SIGINT NATO CONFIDENTIAL NATO SECRET NATO SECRET NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS	
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être four	ni.
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Oui
If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-t-il escorté?	No Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?	No Yes Oui
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matérial PROTÉGÉ et/ou CLASSIFIÉ?	No Yes Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	No Yes Oui





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Unclassified

## PART C (continued) / PARTIE C (suite)

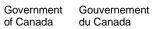
For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Intenet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulaif.

uaris le tableau recapitulair.																
					SUMMA	RY CH	ART / TABL	EAU RÉCAP	PITULAT	TF						
Category Catégorie					COMSEC											
	Α	В	С	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret		rotecto Protég B		Confidential Confidentiel	Secret	Top Secret Très Secret
Information / Assets Renseignements / Biens		~														
Production																
IT Media Support TI		<b>'</b>														
IT Link Lien électronique																
2. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.																
2. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No Non Yes Oui																
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																





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PART D - AUTHORIZATION / PARTIE	D - AUTORISATION	N .					
13. Organization Project Authority / Cha		anisme					
Name (print) - Nom (en lettres moulées	s)	Title - Titre		Signature			
Lelia Wright		Executive D	Director		Digitally signed by Wright,		
		Telecommu	ınications	Wright, Leila Date: 2023.12.21 13:03:48			
					-05'00'		
Telephone no Nº de téléphone	Facsimile - Télécopi	eur	E-mail address - Adresse co	Date			
(613) 410-3026			Lelia.Wright@crtc.gc.c	a			
, ,							
14. Organization Security Authority / Re	•		me				
Name (print) - Nom (en lettres moulées	S)	Title - Titre		Signature			
Chris Millar		cso		Millar, Digitally signed by Millar, Christopher			
				Christopher	Date: 2023.12.21 12:34:51		
Telephone no Nº de téléphone	Facsimile - Télécopi	our	E-mail address - Adresse co	1 0000			
Telephone no N° de telephone	racsimile - relecopi	eui	L-mail address - Adresse Co	umei	Date		
(613) 894-0976			chris.millar@crtc.gc.ca				
15. Are there additional instructions (e. Des instructions supplémentaires (p.	g. Security Guide, Sec o. ex. Guide de sécuri	curity Classificat té, Guide de cla	tion Guide) attached? ssification de la sécurité) sont	-elles jointes?	No Yes Oui		
16. Procurement Officer / Agent d'appro	ovisionnement						
Name (print) - Nom (en lettres moulées	s)	Title - Titre		Signature			
Charles Antoine Duquette		Manager Pr	rocurement and	Digitally signed by: Duquette, CharlesAntoine			
		Contracting		CharlesAntoine C = CharlesAntoine C = CharlesAntoine C = CharlesAntoine			
		Ŭ		Ų	Date: 2023.12.21 13:05:11 -05'00'		
Telephone no Nº de téléphone	Facsimile - Télécopi	eur	E-mail address - Adresse co		Date		
(873) 353-9505			Charles-Antoine.Duque	ette@crtc.gc.ca			
17. Contracting Security Authority / Aut	orisé contractante en	matière de sécu	urité				
Name (print) - Nom (en lettres moulées	Title - Titre		Signature				
Chris Millar	cso		Millar, Digitally signed by Millar, Christopher				
Cilis ivillal	030		Christopher	Date: 2023.12.21 12:50:29			
Telephone no Nº de téléphone	Facsimile - Télécopi	eur	E-mail address - Adresse co		-05'00' Date		
·	i addittilic - refeccipi	ou.			Dale		
(613) 894-0976			chris.millar@crtc.gc.ca				



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#### ANNEX H - 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. (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing Date: 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 fulltime 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)

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## ANNEX "I" REQUIREMENTS FOR PREPARING REPORTS FOR THE WEB

1. While drafting the report and creating images for the report, the Contractor must ensure compliance with the <u>Government of Canada's Standard on Web Accessibility</u>. The CRTC also developed guidelines on <u>Creating Accessible Documents</u> as well as a <u>Checklist for preparing reports for the web</u> that must be followed in the final report.

2.	web tea	ontractor must provide all of the following items to the Project Authority so that the CRTC's am can convert the report into an accessible format. The Project Authority will review the and request changes they deem necessary:
		Draft French or English report for review, in Word file
		Final French or English executive summary in separate Word files – if applicable
		Final French or English executive summary in separate PDF files – if applicable
		Final French or English report in separate Word files
		Final French or English report in separate PDF files
		Final image files (JPEG, GIF, or PNG format) of each image included in the report
		Alternative text, in French or English, 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.		e all images included in the report in French or English, and provide final files (JPEG, GIF, 6 format) for each. Images must be numbered sequentially and saved at 60-100% quality.
4.	All ima	ges included in the report must be provided in either French or English in a JPEG, GIF, or ormat.
		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 (e.g., 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).

File No. - N° du dossier CRTC-24-0037

#### 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, simply link to it instead.
- Do not use tables for anything other than numbers/data. Never use tables for any type of layout.

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If you are using tables for numbers/data try to 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.

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 <b>Alt text</b> and/or <b>long descriptions</b> .

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 <u>Creating Accessible Documents</u> page and there are numerous examples of long descriptions in the <u>DNCL report</u>.