

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

Attention: Bid Receipt 24-0038
Courriel - Email:
[Approvisionnement-
Procurements@crtc.gc.ca](mailto:Approvisionnement-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 ci-
jointes, 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 Definition of the relevant market for wholesale wireline high-speed transport services in Canada.	
Solicitation No. – N° de l'invitation CRTC 24-0038	Date 2024-06-20
Solicitation Closes – L'invitation prend fin at – à 02:00 PM 2024-08-01	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: Approvisionnement-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	
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)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 STATEMENT OF WORK	4
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	5
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - BID SOLICITATION	6
2.5 APPLICABLE LAWS	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	7
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 BID PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE BID	12
5.2.4 NON-DISCLOSURE AGREEMENT	13
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.	13
PART 6 - RESULTING CONTRACT CLAUSES	13
6.1 SECURITY REQUIREMENTS	13
6.3 STANDARD CLAUSES AND CONDITIONS	14
6.4 TERM OF CONTRACT	14
6.5 AUTHORITIES.....	14
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	15
BY PROVIDING INFORMATION ON ITS STATUS, WITH RESPECT TO BEING A FORMER PUBLIC SERVANT IN RECEIPT OF A <i>PUBLIC SERVICE SUPERANNUATION ACT</i> (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.	15
6.7 PAYMENT.....	15
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	16
6.9 APPLICABLE LAWS	17
6.10 PRIORITY OF DOCUMENTS	17
6.11 DISPUTE RESOLUTION	17
6.12 TRANSLATION OF DOCUMENTATION	18
ANNEX A	19
STATEMENT OF WORK	19

ANNEX "B"	27
EVALUATION CRITERIA	27
ANNEX "C"	32
FINANCIAL EVALUATION	32
ANNEX "D"	33
ELECTRONIC PAYMENT INSTRUMENTS	33
ANNEX "E"	34
WIRELESS SERVICE PROVIDER (WSP) AGREEMENT	34
ANNEX "F"	35
NON-DISCLOSURE AGREEMENT	35
ANNEX "G"	36
SECURITY REQUIREMENT CHECKLIST	36
ANNEX "H"	37
FORMER PUBLIC SERVANT	37
ANNEX "I"	39
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	39
ANNEX "J"	40
REQUIREMENTS FOR PREPARING REPORTS FOR THE WEB	40

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) 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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) 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 [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 [2003 \(2023-06-08\)](#) 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: 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: 24-0038

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.

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.

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.

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 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

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 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)
- (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.

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;
- ii. 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 [Policy on Green Procurement](#) 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.).
- 2) 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; and
 - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs, spiral binding or binders, and must not contain any single-use plastics.

d) Canada is committed to achieving net zero greenhouse gas (GHG) emissions by 2050 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;
 - 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

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"

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
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
Combined 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, 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.

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

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 [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.

5.2 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<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 [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), 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 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 [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.

5.2.4 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 'F'

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 [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.

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

4009 (2022-12-01), Professional services: Medium complexity, apply to and form part of the Contract.
4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to [Fill in upon contract award](#) inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Charles Antoine Duquette
Title: Manager, Procurements-Finance and Administrative Services
Organisation: Canadian Radio-television and Telecommunications Commission (CRTC)
Address: 1 promenade du Portage, Gatineau (Québec), K1A 0N2
Telephone: 873-353-9505
E-mail: Approvisionnement-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: Lianne Legros
Title: Director, Telecommunications
Organisation: Canadian Radio-television and Telecommunications Commission (CRTC)
Address: 1 promenade du Portage, Gatineau (Québec), K1A 0N2
Telephone: 613-316-4824
E-mail: Lianne.Legros@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:

Title:

Company:

Address:

Telephone:

E-mail:

6.6 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.

6.7 Payment

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 [PWGSC-TPSGC 1111](#), 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;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) 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.	Kick-off meeting Work plan and methodology 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 and presentation (documents), as noted at 7.ii to iv.	2 weeks from deliverable 3	20
5.	Delivery of translated report and presentation (documents), as noted at 7.v into the other official language.	2 weeks from deliverable 4	10
6.	Delivery of presentation (in person or remotely) as noted in 7.iv.	1 week from deliverable 5	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);

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 2010B (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) Supplementary conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information.
- (e) Annex A, Statement of Work
- (f) Annex B, Basis of Payment
- (g) Annex C, Electronic Payment Instruments
- (h) Annex D, Wireless Service Provider (WSP) Agreement
- (i) Annex E, Non-Disclosure Agreement
- (j) Annex F, Security Requirements Check List
- (k) Annex G, Federal Contractors Program for Employment Equity
- (l) Annex H, Requirements for Preparing Reports for the Web
- (m) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "* _____ *" or "* _____ *" 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".

Solicitation No. - N° de l'invitation
24-0038
Client Ref. No. - N° de réf. du client
24-0038

Amd. No. - N° de la modif.
File No. - N° du dossier
CRTC-24-0038

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

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.

ANNEX A

STATEMENT OF WORK

1.0 TITLE

Definition of the relevant market for wholesale wireline high-speed transport services in Canada

2.0 OBJECTIVE

The Canadian Radio-television and Telecommunications Commission (CRTC) requires expert analysis to assist with defining relevant markets for wholesale wireline high-speed transport services. A relevant market is the smallest group of products and geographic area in which a provider with market power can profitably impose a sustainable price increase. The relevant market has both a product and a geographic component.

The study must include an analysis of all the factors that were considered in crafting the definition, such as how the different products can be considered substitutes, which other products, services or geographic areas were considered and rejected, why they were not found suitable, etc.

The resulting report may inform the next steps the CRTC may take on this topic, such as whether an assessment of the competitiveness of the market is required. If the CRTC determines that a public process will be held on this topic, CRTC staff may include a version of the report, which may be abridged, in the public record of the process.

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 [Order Issuing a Direction to the CRTC on a Renewed Approach to Telecommunications Policy](#) (the Policy Direction), the CRTC, among other things, should consider how its decisions promote competition, affordability, consumer interests and innovation. The Policy Direction also states that the CRTC, in order to foster fixed Internet competition that is sufficient to protect the interests of users, must maintain a regulatory framework mandating the provision – at just and reasonable rates – of wholesale services for fixed Internet; monitor the effectiveness of the framework; and adjust the framework as necessary.

In Telecom Decision CRTC 94-19, the CRTC indicated that the first step in assessing the competitiveness of a market is to define the relevant market, and added that the relevant market is essentially the smallest group of products and geographic area in which a provider with market power can profitably impose a sustainable price increase. In Telecom Regulatory Policy CRTC 2021-130, the CRTC indicated that:

- Defining the relevant product market involves an assessment of the group of products that consumers would consider to be substitutes for the service;
- Determining the relevant geographic market for a product or service involves assessing the geographic area in which a customer purchases a service and whether or not a customer would be willing to switch from a supplier in one area to a supplier in another area.

In the [Revised regulatory framework for wholesale services and definition of essential services, Telecom Decision CRTC 2008-17](#), the CRTC determined that all high-speed fibre-based digital transport services and Ethernet transport services, were forborne on a national basis. The CRTC indicated that fibre-based high-speed services included competitor digital network (CDN) DS-03, OC-3, OC-12 and Ethernet

services, but did not define either the relevant product market or geographic market for wireline transport services in that decision.

Over the years, parties to CRTC proceedings have often raised issues with respect to gaining access to transport services, such as in the proceeding initiated by [Telecom Notice of Consultation CRTC 2016-406](#), and submitted that there may be instances where forbearance may no longer be appropriate. For instance, they argued that in some areas, there is not sufficient competitor self-supply or alternative supply and so, access to transport facilities constitutes a barrier to extend broadband-capable networks. Other parties have alleged anti-competitive conduct with regards to rate increases for certain services. Furthermore, the product market for transport services may have evolved in the 15 years since the CRTC forbore their regulation.

4.0 SCOPE OF WORK

The CRTC requires the Contractor to:

- i. Assist CRTC staff in designing, collecting, and analyzing relevant marketplace information necessary to support a market definition exercise, as needed.
- ii. Collect and analyze information describing the products currently available that are or could be used to offer wholesale wireline high-speed transport services in Canada, including their locations, capacity and limitations in the provisions of such wholesale wireline high-speed transport services. This assessment should include, but not be limited to, the services listed in Telecom Decision 2008-17.
- iii. Conduct an in-depth analysis of the services considered in ii. above, to determine whether each would be in the relevant product market for wireline high-speed transport services, including a description and assessment of which factors and considerations were used to determine whether the services could be considered substitutes.
- iv. Provide description and assessment of telecom network configuration and competitor requirements for purchasing transport services, plus the different types of geographic markets that could be considered the smallest area where consumers would not be willing to switch supplier. Different sizes and types of geographic markets should be considered, including points of interconnection, routes, exchanges, regions, provinces.
- v. Conduct an analysis of the geographic markets considered in iv. to determine the most relevant for the defining the wholesale wireline high-speed transport services market in Canada, including a description and assessment of which factors and considerations were used to determine whether the geographic market is small enough to warrant switching.
- vi. Draft a definition of the wholesale wireline high-speed transport services market in Canada. The definition should be concise, precise, comprehensive and allow for upcoming technological changes, and include:
 - a. The relevant product market, which involves an assessment of the group of products that consumers would consider to be substitutes for the service.
 - b. The relevant geographic market for a product or service, which involves assessing the geographic area in which a customer purchases a service and whether or not a customer would be willing to switch from a supplier in one area to a supplier in another area.

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 Annex B 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 pertinent information, including, but not limited to, telecommunications services providers' service offerings and tariffs, information submitted to the CRTC during proceedings, legislation

and past CRTC decisions that form the regulatory framework, local and international government publications, news articles, research papers, telecom networks technological papers, relevant competition law decisions and publications, etc.

- ii. Assist CRTC staff in designing, collecting, and analyzing relevant marketplace information necessary to support a market definition exercise, as needed
- iii. Analyze confidential documents provided under a non-disclosure agreement (NDA), if required
- iv. Profile and analyze all products that are or could be used to offer wholesale wireline high-speed transport services
- v. Compare different types of geographic markets to determine the smallest area where a customer would not be willing to switch to a supplier of transport services in another area.

6.0 CRTC RESPONSIBILITIES

The CRTC will provide the Contractor the following:

- i. Staff resources in order to provide clarifications and feedback, and collect marketplace information, if necessary.
- ii. Confidential documents under a non-disclosure agreement (NDA), if required
- iii. 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 services and product markets
 - 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. The report must include:
 - a. An executive summary of the report with its key findings
 - b. A description of the appropriate definition of the wholesale wireline high-speed transport services market in Canada, based on product and geographic market
 - c. A description of the different elements that were considered and the analysis leading to their inclusion or exclusion from the definition
 - d. A conclusion
- iii. Graphs, charts, and a report summary to be provided in such a way that it can be edited.
- iv. A presentation deck (PowerPoint format) on the report prepared for and presented to CRTC staff (e.g., products and geographic markets considered, key findings and considerations).
- v. Translation of the report and presentation deck into the other official language.

The above deliverables will be delivered in a manner consistent with CRTC practices¹, allowing appropriate CRTC departments to easily update the impacted areas (e.g., Web Services to update numbers/figures on the CRTC website).

¹ Please see Appendices 1 and 2.

Milestones

Deliverable milestones will be as follows:

No.	Deliverable	Date	%
1.	Kick-off meeting Work plan and methodology 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. and ii.	5 weeks from deliverable 1	20
3.	Performance review II First draft of report and presentation as noted at 7.ii.a. to d.	3 weeks from deliverable 2	20
4.	Final report and presentation (documents), as noted at 7.ii to iv.	2 weeks from deliverable 3	20
5.	Delivery of translated report and presentation (documents), as noted at 7.v into the other official language	2 weeks from deliverable 4	10
6.	Delivery of presentation (in person or remotely) as noted in 7.iv.	1 week from deliverable 5	10

8.0 CONSTRAINTS

Final deliverable is to be submitted 14 weeks from the date of the contract signing.

The Contractor cannot be affiliated with a Canadian telecommunications carrier 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 or French, and the presentation to CRTC staff can be provided only in one language, as needed. The report and presentation deck will be provided in English and French.

10.0 TRAVEL REQUIREMENTS

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.

Solicitation No. - N° de l'invitation
24-0038
Client Ref. No. - N° de réf. du client
24-0038

Amd. No. - N° de la modif.
File No. - N° du dossier
CRTC-24-0038

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

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

There are security requirements applicable to this requirement if confidential information is required, the Contractor will have to have Reliability status.

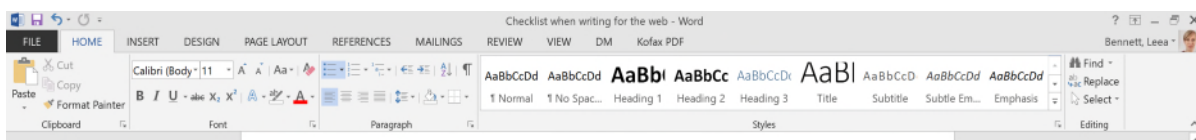
APPENDIX 1 - REQUIREMENTS FOR PREPARING REPORTS FOR THE WEB

1. While drafting the report and creating images for the report, the Contractor must ensure compliance with the [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 Contractor 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 French or English report for review, in Word file
 - Final French and English executive summary in separate Word files – if applicable
 - Final French and English executive summary in separate PDF files – if applicable
 - Final French and English report in separate Word files
 - Final French and 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 and 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. Provide all images included in the report in French and English, 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 French or English 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 (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).

APPENDIX 2 - 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 should not be used anywhere – in other words, even if it's a hyperlink you should not 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.

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.

- 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](#).

ANNEX "B"

EVALUATION CRITERIA

1. Mandatory Technical Criteria

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 ALL 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.

No.	Mandatory Technical Criterion	Proposal page no.	Met / Not Met
M1	<p>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 Statement of Work (SOW).</p>		
M2	<p>Organization Experience The Bidder is an organization with a minimum of three (3) years of experience within the last five (5) years conducting research and producing studies related to the Canadian telecommunications market.</p>		
M3	<p>Resource Experience The Bidder must provide a detailed curriculum vitae (c.v.) for each proposed resource. The c.v.(s) must include experience related to telecommunications networks and services, the regulatory environment, competition law, market research, and trend analysis.</p> <p>For each resource, the Bidder must clearly identify the following information:</p> <ul style="list-style-type: none"> • Full name of the individual proposed. • Education / Academic qualifications / Professional certifications. • Field and level of expertise. • Resource experience (indicated in years/months); <p>Description of two (2) relevant projects related to the Statement of Work, including roles and responsibilities of the resource.</p>		

M4	Project Experience The Bidder must provide examples of three (3) relevant projects which demonstrate the Bidder's experience in making research-based evaluations of telecommunications networks and services. For each project, the Bidder must provide project title, when the project was undertaken, contract value (in Canadian Dollars), and client.		
M5	Credibility of the Organization The Bidder acknowledges that the report produced will be made publicly available and is willing to lend its reputational impact to the independence of this analysis for consideration by the CRTC.		
M6	Independence The Bidder cannot be affiliated with a Canadian telecommunications carrier and is willing to provide a written attestation to this effect.		

2. Point-Rated Technical Criteria

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.

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 A).

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 Criterion	Proposal page no.	Max Points Allocated	Min Points Required	Score
R1	<p>Capacity</p> <p>(up to 20 points) The Bidder's proposal demonstrates how the proposed resources meet the required capabilities to:</p> <ul style="list-style-type: none"> - (10 points) Analyze markets, regulation, and commercial practices related to the provision of wholesale wireline high-speed services offered by Canadian carriers; and, - (10 points) Perform an in-depth comparative analysis of products that are or could be used for the provision of wholesale wireline high-speed transport services and their relevant geographic markets. <p>(up to 10 points) The Bidder's proposal demonstrates how the proposed resources meet the required capabilities to:</p> <ul style="list-style-type: none"> - (5 points) Assess the factors that may explain the differences in services and geographic areas and whether they would fit the definition of wholesale wireline high-speed transport services; and, - (5 points) Assess the trends and technological or regulatory changes that could influence the market for wholesale wireline high-speed transport services. 		30	15	

R2	<p>Experience/Expertise</p> <p>(up to 30 points) The Bidder's proposal demonstrates how their resources and organization meet the required experience/expertise to:</p> <ul style="list-style-type: none"> - (10 points) Analyze wholesale telecommunications services in Canada and their related commercial practices; - (10 points) Analyze the regulatory framework, including tariff agreements, related to the provision of telecommunication services in Canada; - (5 points) Analyze and evaluate regulatory, economic, geographical, or technical factors impacting wholesale services in Canada; - (5 points) Analyze and evaluate major industry trends and technological changes that could influence the telecommunications market. <p>The Bidders proposal includes previous project descriptions that include the following details:</p> <ul style="list-style-type: none"> • Client name and Project Title • Start and end date of project • Contract value (in Canadian dollars) • Outcome of the project 	30	15	
R3	<p>Methodology/Approach</p> <p>(up to 40 points) The Bidder's workplan outlining how the work described in the SOW will be completed, will be evaluated as follows.</p> <ul style="list-style-type: none"> - (up to 30 points / 10 points per element) Provides a clear, logical, and realistic demonstration of the following elements. <ul style="list-style-type: none"> o Research methodology o Information and data sources o Comparative methodology (to compare service and geographic markets) (10 points) Provides a clear, logical, and realistic demonstration of timelines, milestones, and levels of effort. 	40	30	
		—	100	60
Total Maximum Technical Points = 100		Overall Minimum Points Required = 60		
		Total Bidder Score = TBD		

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.

ANNEX "C"

FINANCIAL EVALUATION

No.	Deliverable	Date	%	Firm Price
1.	Kick-off meeting Work plan and methodology 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. and ii.	5 weeks from deliverable 1	20	
3.	Performance review II First draft of report and presentation as noted at 7.ii.a. to d.	3 weeks from deliverable 2	20	
4.	Final report and presentation (documents), as noted at 7.ii to iv.	2 weeks from deliverable 3	20	
5.	Delivery of translated report and presentation (documents), as noted at 7.v into the other official language.	2 weeks from deliverable 4	10	
6.	Delivery of presentation (in person or remotely) as noted in 7.iv.	1 week from deliverable 5	10	
TOTAL:				

Solicitation No. - N° de l'invitation
24-0038
Client Ref. No. - N° de réf. du client
24-0038

Amd. No. - N° de la modif.
File No. - N° du dossier
CRTC-24-0038

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

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);

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

_____.

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

_____.

Solicitation No. - N° de l'invitation
24-0038
Client Ref. No. - N° de réf. du client
24-0038

Amd. No. - N° de la modif.
File No. - N° du dossier
CRTC-24-0038

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

ANNEX "G"

SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
---------------------------------	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
--



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

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? No / Non Yes / Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non 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

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

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 fourni.

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 / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non 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?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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 / Non 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 matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / 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 / Non 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 / Non Yes / Oui



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 Internet), 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 récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non 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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX "H"

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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

ANNEX "I"

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 “J”

REQUIREMENTS FOR PREPARING REPORTS FOR THE WEB

5. While drafting the report and creating images for the report, the Contractor 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.
6. The Contractor 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 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)
7. Provide all images included in the report in French or English, and provide final files (JPEG, GIF, or PNG format) for each. Images must be numbered sequentially and saved at 60-100% quality.
8. All images included in the report must be provided in either French or English 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 (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).

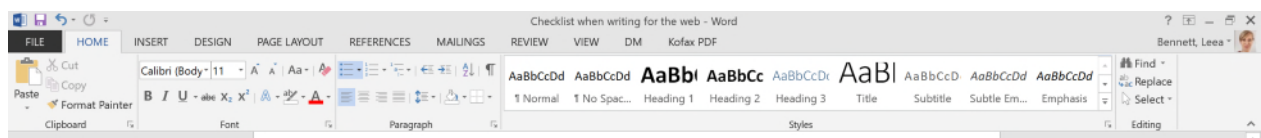
CHECKLIST FOR PREPARING REPORTS FOR THE WEB

- 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.
 - o All caps – *ex/ GROUPING OF COMPANIES BY OWNERSHIP*
 - o Title case – *ex/ Grouping Of Companies By Ownership*
 - o 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.

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.
 - 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](#).