



Solicitation No. CRTC FY 2016/17 RFP # 17-0116 Translation Services for the Decisions Division –
Broadcasting, Telecommunications, and Compliance and Enforcement

RETURN BIDS TO :

**RETOURNER LES
PROPOSITIONS À:**

CRTC
Édifice central
1 prom. du Portage
Gatineau (Québec) J8X 4B1
Attn: Andrew McMillan
andrew.mcmillan@crtc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Canadian Radio-television and
Telecommunications Commission

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

Proposition au: Conseil de la radiodiffusion et des télécommunications canadiennes

Nous offrons par la présente de vendre à Sa Majesté
la Reine 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)

Comments - Commentaires

**This document contains a Security
Requirement**

**Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office – Bureau de distribution
CRTC
Édifice central
1 prom. du Portage
Gatineau (Québec) J8X 4B1

Title – Sujet Translation Services for the Decisions Division – Broadcasting, Telecommunications, and Compliance and Enforcement	
Solicitation No. – N° de l'invitation CRTC FY 2016/17 RFP # 17-0116 CRTC AF 2016/17 DP # 17-0116	Date 2017-03-02
Client Reference No. – N° référence du client CRTC FY/AF 2016/17 RFP/DP # 17-0116	
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le 17/03/2017	Time Zone Fuseau horaire Eastern Standard Time EDST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Andrew McMillan, andrew.mcmillan@crtc.gc.ca	
Telephone No. – N° de téléphone : 819.997.4267	FAX No. – N° de FAX 819.953.5107
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : CRTC Central Building 1 prom. du Portage Gatineau, QC J8X 4B1	

Instructions : See Herein

Instructions: Voir aux présentes

Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
To be determined with the resulting contract. À déterminer avec le contrat qui en découlera.	
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)	
To be determined with the resulting contract. À déterminer avec le contrat qui en découlera.	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Appendices include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Check list, Non-disclosure Agreement, IT Security Requirements, and Vendor Information and Authorization Form.

1.2 Summary

- 1.2.1 The Canadian Radio-television and Telecommunications Commission (CRTC) requires translation services from a group of four (4) translators who can ensure, on an as-needed basis, the French *adaptation* of decisions, notices of consultation, orders, regulatory policies and information bulletins for the broadcasting, telecommunications and compliance and enforcement sectors.

Required translation quality: while being true to the original English text, the French translation must read as a text that was conceived and written in French. Hence our choice of the term “adaptation.” To produce texts of this quality, it is vital to possess not only translation skills, but extensive experience in French writing.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.”

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 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



1.4 Revision of Departmental Name

As this bid solicitation is issued by the Canadian Radio-television and Telecommunications Commission (CRTC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister or to Canada contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted as a reference to the CRTC or its Chairman.

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>) 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 (2016/04/04) 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: 180 days

2.2 Submission of Bids

Bids must be submitted only to the CRTC by the date, time, and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or e-mail to CRTC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing via email to Andrew McMillan no later than four (4) calendar days (Monday March 13th, 2017) before the bid closing date. Enquiries received after that time may not be answered.



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Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

CRTC has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

"6.4 where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:
6.4.1 to generate knowledge and information for public dissemination,"

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (4 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (4 hard copies)
- Section IV: Additional Information (4 hard copies)

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.



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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Appendix "B" Basis of Payment". The total amount of Applicable Taxes must be shown separately.

Bidders should include the following information in their financial bid by completing Appendix "F", Vendor Information and Authorization and include it in their bid:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a. Their bid; and
 - b. Any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed rates must be in Canadian Dollars (CAD).

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.1.3 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance:

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

3.1.3.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



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 the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria	Met	Not Met	Page #
M1 The Bidder must propose a group of four (4) translators.			
<p>M2 Education - Each translator must have at least one of the following qualifications:</p> <ul style="list-style-type: none"> I) A degree from a recognized university in translation from English to French II) A degree in French literature from a recognized university III) A degree from a recognized university in related areas, such as journalism, linguistics, literature and communications IV) A designation from a recognized professional association or body of professional translators (i.e. OTTIAQ, ATIO, etc.). 			
<p>M3 Education and/or Studies and Professional Accreditation</p> <p>Bidders must provide proof, by attaching a copy of the official document, that each of the proposed translators holds a degree from a recognized university or a designation from a recognized professional association or body of professional translators.</p> <p>In cases where the degree was obtained from an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessment services of the federal or provincial governments and the International Credential Assessment Service of Canada, as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credentials Web site: http://www.cicic.ca.</p>			



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<p>M4 Resumes of the Proposed Translators</p> <p>The Bidders proposed Translators must have three (3) years of full-time employment experience in English to French translation within the last five (5) years.</p> <p>The Bidders must provide a detailed and up-to-date resumes (maximum of five [5] pages) for each of the four (4) translators proposed in M1. The resumes must include the following information for the translation projects completed:</p> <ul style="list-style-type: none"> I) The name of the client for whom the translation services were performed; II) The name, telephone number and email address of a representative of the client who could confirm the information provided by the Bidder; III) The time period during which the translation services were provided to the client (from “Month year” to “Month year”); IV) The number of words translated from English into French during the time period specified in III); V) The field of the translated documents. <p>The Bidder must provide for each translator two (2) client references as required to demonstrate that they meet the above requirements.</p>			
<p>M5 The Bidder must provide, for each translator, one English to French translation sample of the document found in Appendix G of the present document and attach it to its original English version. In the case of filings of more than one (1) sample, only the first sample will be evaluated.</p>			
<p>M6 Bidder’s experience</p> <p>The Bidder must have at least five (5) years of experience in the last ten (10) years in providing English to French translation services to at least ten (10) clients simultaneously.</p> <p>*For the experience in providing English to French translation services, the Bidder must provide names of the clients, contact information and the number of years or months that the service was provided to these clients.</p> <p>*The Bidder must provide a minimum of five (5) client references as required to demonstrate that they meet the above requirements.</p>			
<p>M7 Office Located in Canada</p> <p>Bidders must demonstrate that they have at least one (1) office in Canada and that one hundred per cent (100%) of the translators assigned to CRTC documents will work either in that office or elsewhere in Canada, by providing the business address in Canada.</p>			



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<p>M8 Bidders</p> <p>Bidders must identify the name of the resource who will act as a liaison officer between the administrator of the Contract on the part of the Contractor and the Project Authority of CRTC, by the Vendor Information and Authorization Form in completing Appendix F.</p>			
<p>M9 Security – Firm/Individual</p> <p>At Bid Closing:</p> <ul style="list-style-type: none"> I) The Bidder must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). II) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B. III) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. <p>The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> I) Security Requirements Check List and security guide (if applicable), attached at Appendix C; II) Industrial Security Manual (Latest Edition) <p>Contractor’s Site or Premises Requiring Safeguard Measures</p> <p>The Contractor must diligently maintain up-to-date, the information related to the Contractor’s site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:</p> <p>Address:</p> <p>Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory, Postal Code</p> <p>A copy of the security clearance certificate or file number issued by CISD/PWGSC is required.</p>			



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<p>M10 Security – Resource</p> <p>At bid closing, the proposed resources will require access to CLASSIFIED assets or sensitive work sites and must hold a valid Enhanced Reliability screening, granted or approved by CISD/PWGSC at the date and time of proposal submission. If the required resource’s clearance is not held by the Contractor, the Contractor must ensure that a valid DUPLICATE security clearance for the proposed resource is obtained. The file number and expiration date must be included in the proposal.</p> <p>A copy of the security clearance certificate or file number issued by CISD/PWGSC is required.</p>			
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4.1.1.2 Point Rated Technical Criteria

Point-rated Technical Criteria (R)	Page #
<p>R1 Firm’s or Bidder’s Overall Experience</p> <p>Bidder’s number of years of experience in providing translation services above the requirement of five (5) years indicated in M6.</p> <p>Points shall be awarded as follows:</p> <ul style="list-style-type: none"> ➤ 5 years of experience or less = 0 points ➤ More than 5 years of experience = 1 point for each year of experience above the minimum of five (5) years, up to a maximum of 10 points. <p>A maximum of 10 points will be awarded for this criterion.</p>	/10
<p>R2 Number of Translated Words</p> <p>Number of words translated by each of the translators proposed in M1 during the five (5) year period ending on the bid solicitation date in at least two (2) of the following elements:</p> <ul style="list-style-type: none"> ➤ Decisions; ➤ Regulatory Policies; ➤ Orders; ➤ Notices of consultation; ➤ Information bulletins. <p>The information must be provided in the format specified in M4, in the résumé of each translator.</p> <p>Points shall be awarded per translator, per subject matter, as follows:</p> <ul style="list-style-type: none"> ➤ 20,000 translated words or less = 3 points ➤ More than 20,000 translated words BUT less than 30,000 translated words = 6 points ➤ 30,000 translated words or more BUT less than 40,000 translated words = 9 points ➤ 40,000 translated words or more BUT less than 50,000 translated words = 12 points ➤ 50,000 translated words or more = 15 points <p>A maximum of 60 points will be awarded for this criterion.</p>	/60



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<p>R3 Translators Experience – Specialized Fields</p> <p>Number of words translated by the four (4) translators proposed in M1 during the five (5) year period ending on the bid solicitation date in two (2) of the following fields:</p> <ul style="list-style-type: none">➤ Broadcasting➤ Telecommunications➤ Compliance and Enforcement <p>The information must be provided in the format specified in M4, in the résumé of each translator.</p> <p>Points shall be awarded per translator, per relevant field, as follows:</p> <ul style="list-style-type: none">➤ 20,000 translated words or less = 3 points➤ More than 20,000 translated words BUT less than 30,000 translated words = 6 points➤ 30,000 translated words or more BUT less than 40,000 translated words = 9 points➤ 40,000 translated words or more BUT less than 50,000 translated words = 12 points➤ 50,000 translated words or more = 15 points <p>A maximum of 60 points will be awarded.</p>	/60
<p>R4 Translators Experience – General Fields</p> <p>Number of words translated by the four (4) translators proposed in M1 during the five (5) year period ending on the bid solicitation date of administrative documents for the Federal Government.</p> <p>The information must be provided in the format specified in M4, in the resume of each translator.</p> <p>Points shall be awarded per translator, per relevant field, as follows:</p> <ul style="list-style-type: none">➤ 40,000 translated words or less = 5 points➤ More than 40,000 translated words BUT less than 60,000 translated words = 7 points➤ 60,000 translated words or more BUT less than 80,000 translated words = 9 points➤ 80,000 translated words or more BUT less than 100,000 translated words = 12 points➤ 100,000 translated words or more = 15 points <p>A maximum of 60 points will be awarded.</p>	/60
<p>R5 Bidder's capabilities</p> <p>(a) The Bidder must provide a business plan that contains a clear description of the approach used to ensure quality output, including the procedures in place for quality control of texts. (10 points)</p> <p>(b) The Bidder must describe the approach used to deal with an excessive volume of work and/or emergencies, ensure service outside regular hours, and maintain a backup plan in case of technical or mechanical problem. (10 points)</p> <p>A maximum of 20 points will be awarded for this criterion.</p>	/20



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<p>R6 Sample</p> <p>The sample submitted under M5 will be rated on the basis of quality of presentation, accuracy, clarity and style, consistency of meaning between texts, spelling and grammar, and tone relative to context of target audience. The attached sample in Appendix G will be used for the evaluation.</p> <p>For every error, one (1) point will be deducted from 100 points and two (2) points will be deducted for a Major error.</p> <p>Minor errors include errors in style, punctuation that do not impact the intent or message.</p> <p>Major errors include, but are not limited to, errors in grammar and spelling, factual errors introduced by the Contractor (including mistakes in figures, tables and charts), critical omissions, gibberish and/or errors in formatting such that the intent or message of the original document is altered or strays from the original message. An error is also considered major when it would have caused a complaint from the client or the public.</p> <p>Max. 300 points</p>	/300
TOTAL	/510

4.2 Basis of Selection

4.2.1 SACC Manual Clause [A0027T](#), 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;
 - b. meet all mandatory criteria;
 - c. obtain the required minimum of **360 points** for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **510 points**.
2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% 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 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Former Public Servant

SACC Manual clause A3025T (2014-06-26), Former Public Servant – Competitive Bid

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 FPS, Bidders must provide the information required below before contract award.

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



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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 FPS in receipt of a pension, as applicable:

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

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.

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

5.2.3.3 Education and Experience

SACC Manual A3010T (2010-08-16), Education and Experience

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



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in Accordance with the Statement of Work at Appendix "A".

7.2 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.

7.2.1 General Conditions

[2035 \(2016/04/04\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.



7.2.2 Supplemental General Conditions

4007 (2010/08/16) Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

4010 (2012/07/16), Services – Higher Complexity apply to and form part of the Contract.

7.3 Security Requirements

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a **valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B** (including an IT Link at the level of **PROTECTED B**).
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix “C”;
 - (b) Industrial Security Manual (Latest Edition)

7.3.2 Contractor’s Site(s) or Premises Requiring Safeguarding Measures

7.3.2.1 The Contractor must diligently maintain up-to-date the information related to the Contractor’s and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

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

7.3.2.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.



7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of April 1st, 2017 to March 31st, 2018.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment in Appendix "B".

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. This option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Canadian Radio-television and Telecommunications Commission

Sector:

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

Telephone: ____-____-_____

E-mail address: _____

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

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Canadian Radio-television and Telecommunications Commission

Sector:

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

Telephone: ____-____-_____

E-mail address: _____



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In its absence, the Project Authority is:

Name: _____
Title: _____
Canadian Radio-television and Telecommunications Commission
Sector: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

7.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix B.

7.7.2 Limitation of Price

SACC *Manual* clause [C6000C](#) (2011-05-16) Limitation of Price

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



7.7.3 Terms of Payment

SACCC Manual clause H1008C (2008-05-12) Monthly Payment

Canada will pay the contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions in the Contract;
- b) All such documents have been verified by Canada;
- c) The work performed has been accepted by Canada.

7.7.4 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged to anyone else, including the Contractor's most favored customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. The monthly invoice, must be supported by:
 - a. the translation request number and the number of words translated or revised, and the corresponding rate;
 - b. any other documents or information as requested by the Project Authority or as specified in the Contract;
 - c. if applicable, one (1) copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses.
3. Invoices must be distributed as follows:

One (1) electronic copy must be forwarded to the Project Authority identified under the section entitled "Authorities" and to the Contracting Authority identified under the section entitled "Authorities" of the Contract.



7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

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

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
 - 4007 (2010/08/16) Canada to Own Intellectual Property Rights in Foreground information;
 - 4010 (2010/07/16) Services – Higher Complexity;
- (c) the general conditions 2035 (2016/04/04) Higher Complexity - Services;
- (d) Appendix A, Statement of Work;
- (e) Appendix B, Basis of Payment;
- (f) Appendix C, Security Requirements Check List;
- (g) Appendix D, Non-disclosure Agreement;
- (h) Appendix E, IT Security Requirements;
- (i) Appendix F, Vendor Authorization and Information Form;
- (j) the Contractor's bid dated _____.

7.12 Insurance

SACC *Manual* clause [G1005C](#) (2008-05-12), Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



APPENDIX “A” - STATEMENT OF WORK

Title: Freelance translation services

1.0 INTRODUCTION

The Canadian Radio-television and Telecommunications Commission (CRTC) requires translation services from a group of four (4) translators who can ensure, on an as-needed basis, the French *adaptation* of decisions, notices of consultation, orders, regulatory policies and information bulletins for the broadcasting, telecommunications and compliance and enforcement sectors.

2.0 BACKGROUND

The CRTC is a federal administrative tribunal that consists of about 450 staff members to serve Canadians as citizens, creators, and consumers; it is committed to ensuring that Canadians have access to a world-class communication system.

Along with other documents, the CRTC publishes on its website decisions, notices of consultation, orders, regulatory policies and information bulletins, for an average of 600 documents each year. In 2015, the Commission issued 297 decisions, 16 information bulletins, 57 notices of consultation and 30 additions or amendments to those notices, 184 orders and 28 regulatory policies, for a total of 338 documents in the broadcasting sector and 274 in the telecommunications and compliance and enforcement sectors.

Objectives

The CRTC aims to obtain specialized translation services from a provider in the broadcasting, telecommunications and compliance and enforcement sectors to ensure the French *adaptation* of, among other things, its decisions, notices of consultation, orders, regulatory policies and information bulletins, the combined average annual volume of which represents 400,000 words, with some notable exceptions from year to year.

Nature of the work

1) Translation from English to French

- Provide to the CRTC, within set deadlines, high-quality and professional English-to-French translation services for specialized texts on various aspects of the broadcasting, telecommunications, and compliance and enforcement sectors.

Required translation quality: while being true to the original English text, the French translation must read as a text that was conceived and written in French. Hence our choice of the term “adaptation.” To produce texts of this quality, it is vital to possess not only translation skills, but extensive experience in French writing.

- Ensure the French translation of original texts and the integration of changes made by CRTC staff to these texts; harmonize these changes with the rest of the text that has already been translated within fairly short timeframes, from 2 to 5 days, to meet publication deadlines and/or internal deadlines.



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- The texts to be translated consist of decisions, notices of consultation, orders, regulatory policies, information bulletins and corporate reports.

2) Research

- Research all quotations, terminology, and references that must be included in French texts on the websites of the CRTC, the Government of Canada, professional associations, and private industry.
- Conduct the necessary linguistic research to provide the CRTC with a choice of possible terms to use for a new technology or new equipment.

3) Verification and harmonization

The CRTC must ensure continuity and coherence in the content, wording, and presentation of its decisions, notices of consultation, orders, regulatory policies, and information bulletins to ensure that target industries and Canadians, as citizens, creators, and consumers, clearly understand these documents. The translators' work is an invaluable contribution in this regard. In addition, the CRTC makes numerous decisions following public processes in which various proposals regarding a certain type of service are examined. It is therefore important for each text geared towards a given audience to express the CRTC's approach and positions in the same manner. This verification work is essential, and includes the following tasks:

- Transcribe completely and exactly any excerpts taken from the *Broadcasting Act*, the *Telecommunications Act*, Canada's Anti-Spam Legislation and the *Canada Elections Act* as well as from the CRTC's regulations and policies. Ensure consistency in the language used in texts published over the years by checking the CRTC's archives and various source documents.
- Harmonize the language, i.e. the vocabulary, but also the wording and style, used in the various and numerous texts arising from the same public proceeding.
- Check the French language quality of the translations (terminology, spelling, and grammatical rules), using necessarily, but not only, the following spelling, style, and terminology guides:
 - *Le guide du rédacteur*;
 - Termium Plus.

Work conditions

1) Facilities and equipment

Work should be conducted in the provider's office or in the offices of its translators who telework, as the case may be. The translators must possess all the required technological equipment, as well as transmission and communications tools – a telephone, a computer, an Internet connection, and email – as well as the above-mentioned reference material and software. As required and at the CRTC's request, each translator must procure the most recent version of the reference material and software used by the CRTC's staff, in particular any recent version of Microsoft Office. To be able to install the CRTC's remote access program on their computer in order to deliver texts, translators must use a PC and software that are compatible with this program, provided by the CRTC's informatics service. The provider is responsible for all costs required to upgrade its equipment and facilities.



2) Travel

Translators generally do not have to travel to conduct their translation and revision activities. However, on occasion and at the CRTC's request, translators must be available to come to the CRTC's offices.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of _____ (Contracting Authority).

All payments are subject to government audit.

3) Availability

The volume of work related to the described services is irregular and includes internal documents, as well as numerous revisions to the *Communications Monitoring Report* and to external reports and documents that the CRTC publishes annually. The most active periods in the Broadcasting sector are generally from April to August and from October to January (including the Christmas period). In the Telecommunications and Compliance and Enforcement sectors, the work volume is more constant. The Bidder must therefore show that they are flexible regarding the CRTC's needs and guarantee that their group can meet the CRTC's needs during peak periods. Given the urgent nature of the modifications to be made regularly and the publication deadlines to be met, at least 40% of the work must be conducted outside normal office hours, i.e. in evenings or on weekends.

When possible, the Translation Service Coordinator will advise the provider in advance of documents that are particularly voluminous to determine the feasibility of the work and to organize it according to the associated deadlines.

The CRTC may request that a provider make a series of corrections, several times, to a text that has already been translated to reflect any last-minute changes to the original text. When the CRTC sends a new version of the same text to the provider, the changes will be clearly indicated to enable the provider to quickly evaluate the workload and delivery timeframe.

Submissions

1) Quality and experience

To meet the requirements, Bidders must provide a description, consisting of no more than two (2) pages, of the experience and skills they possess that qualify them to provide the proposed services. In addition, Bidders must provide, for each translator, a curriculum vitae describing their education and work experience; information on the number of years of experience they possess and their areas of expertise, as well as a copy of their diplomas; and the names and telephone numbers of contact people to obtain references on the provider and on each of the translators. The CRTC reserves the right to reject any candidate whose references are not satisfactory.



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APPENDIX “B” - BASIS OF PAYMENT

Name of Company/Bidder:

Please enter, in the spaces provided below, the rates for translation from English to French. The proposed rates must be all inclusive. The all-inclusive rates will cover any costs incurred by the contractor, including, but not limited to: word processing, reports, photocopy, courier services, cost associated with the software, telephone calls, and reception and transmission and delivery of the documents and all other related expenses. No other fees, costs or amounts will be paid.

Please note that the estimated number of words is used for financial evaluation only and should not be construed as a guarantee of work.

Translation Services – English to French								
	Contract Period		Option Period 1		Option Period 2		Option Period 3	
	Regular Rate	Urgent Rate	Regular Rate	Urgent Rate	Regular Rate	Urgent Rate	Regular Rate	Urgent Rate
Estimated # of words 400,000	\$0.____	\$0.____	\$0.____	\$0.____	\$0.____	\$0.____	\$0.____	\$0.____
Total (Contract <Regular Rate +Urgent Rate> +Option Periods < Regular Rate +Urgent Rate>)							\$ _____	
GST/HST Number : _____ QST Number (If applicable) : _____								



Canadian Radio-television and
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APPENDIX “C” - SECURITY REQUIREMENTS CHECK LIST



RECEIVED
JUL 23 2015

	Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat 16-0074
		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	CRTC	2. Branch or Directorate / Direction générale ou Direction Decisions	
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 Translation from English to French and revision of internal and external documents including (but not limited to) decisions, notices of consultation, regulatory policies, information bulletins, corporate reports, briefing and debriefing documents, communications documents and procedural letters related to broadcasting and telecommunications			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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 checked="" 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 checked="" 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"/>	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 checked="" 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"/>	

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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? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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 checked="" type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITÉ <input type="checkbox"/> TOP SECRET - SIGINT / TRÈS SECRET - SIGINT <input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui

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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	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
						TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	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?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
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?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, 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).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION				
13. Organization Project Authority / Chargé de projet de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Véronique Lehoux		Director		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
613.298.1615	819.953.4314	veronique.lehoux@crtc.gc.ca	21/7/2015	
14. Organization Security Authority / Responsable de la sécurité de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Jeff Woodruff		Departmental Security Officer		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
819.997.4653	819.953.0097	jeff.woodruff@crtc.gc.ca	22/07/2015	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?				<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Andrew McMillan		Procurement and Contracting Officer		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
819.997.4267	819.953.5107	andrew.mcmillan@crtc.gc.ca	22/7/2015	
17. Contracting Security Authority / Autorité contractante en matière de sécurité				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
KARIN MAHONEY		CONTRACT SECURITY OFFICER		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
613-954-3248	613-548-1712	KARIN.MAHONEY@TPSC-PTSC.gc.ca	Aug 17/15	

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APPENDIX “D” - NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. 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 or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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 the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature



APPENDIX “E” - IT SECURITY REQUIREMENTS

1. Introduction

This document outlines the IT Security requirements for the Commission contract # 17-0116 for the processing of sensitive data up to and including the level of Protected B. In absence of a formal Threat-Risk Assessment (TRA) and due to the IT portion of the Security clearance being contract specific, the intent of this document is to state the minimum safeguards required in order that the processing of sensitive information be approved by the Department's IT Security Coordinator (ITSC); Darren Valiquette, Tel: 819.994.6364, Email: darren.valiquette@crtc.gc.ca.

Security is based upon layers of protection; that is, in order for the requirements of the IT Security (ITS) to effectively safeguard the information, they must be preceded and supported by other aspects of security and the associated policies. The physical, personnel and information security safeguards in accordance with the Policy on Government Security and ITS related Standards must exist prior to the implementation of ITS safeguards.

2. Mandatory Prerequisites

2.1 PWGSC Validation for Physical Security

The application of the security safeguards listed in this document are based on the mandatory requirement that the physical premises have been inspected, certified and accredited to process and store sensitive information by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services (PWGSC). The Departmental Security Officer's (DSO) office will validate the certification and notify the IT Security Coordinator.

2.2 Security Policy Compliance Monitoring

The DSO's office will request a copy of the IT Security Inspection report, recommendations and vendor responses, when completed by the CISD.

The CRTC has the option to request the contractor attend a Security/IT Security briefing session. In addition, on a frequency to be determined by the Safety, Security and Emergency Management Division (SSEMD), the CRTC retains the right to conduct inspections of the contractor's facility to ensure compliance with Government of Canada standards and policies with respect to the handling, storage and processing of protected/classified information.

3. Minimum IT Security Requirements

3.1 IT Security Policy Compliance and Monitoring

On a frequency to be determined by Technology Services Division/Information Technology Security, the CRTC retains the right to conduct inspections of the facility to ensure compliance with Government of Canada standards and policies with respect to prevention, detection, response and recovery requirements in the Operational Security Standard: Management of Information Technology Security.

3.2 Storage, Disposal and Destruction of IT Media

All material such as CD/DVDs, flash/thumb drives, workstation hard disks, server hard disks, backup tapes and any other devices used to process or store protected information (including photocopiers,



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scanners and printers) must be retained and properly wiped or sanitized in a manner adhering to CSEC ITSG-06: Clearing And Declassifying Electronic Data Storage Devices upon termination of the final contract.

In the event that equipment requires maintenance, support or replacement, no hardware associated with the processing or storage of protected or classified information may be given to an outside vendor.

3.3 Mobile Computing and Teleworking

Mobile computing and teleworking (outside the CISD- inspected site) are prohibited. Laptops or any removable media, if used, containing protected/classified information may not be removed from the contractor's CISD-inspected site without the written approval of the DSO. CRTC owned IT equipment (i.e. encrypted laptop, PKI/VPN encryption) will be provided to the contractor to perform their duties under this contract from the CISD inspected site.

3.4 Incident Reporting

It is paramount that the CRTC's DSO and IT Security Coordinator are made aware of any security-related incidents with respect to the facilities and equipment used to process and store sensitive information associated with CRTC's contracts.

The contractor must report any security-related incidents to the DSO and IT Security Coordinator within two hours of an incident being detected or reported.



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APPENDIX “F” - VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name and Address

Legal Status (incorporated, registered, etc.)

GST/HST/QST Registration Number and/or Procurement Business Number (Revenue Canada)

Name and Title of Person Authorized to sign on behalf of Vendor

Print Name _____ Title _____
Signature _____ Date _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contract for all matters pertaining to the proposed contract, including the provision of all information that may be requested.

Name and Title _____

Telephone _____ **Fax** _____

Email _____

*Each proposal must include a copy of this page properly completed and signed.



APPENDIX “G” – TRANSLATION SAMPLE



Broadcasting Regulatory Policy CRTC 2017-XXX

PDF version

Reference: 2016-333

Ottawa, DATE

Aboriginal community media centres

The Commission hereby announces that it is facilitating the establishment of Aboriginal community media centres. These centres, to be led by community groups in both urban and non-urban communities across the country, will ensure that Aboriginal realities are more adequately reflected in the Canadian broadcasting system. Further, the centres will enable its members to acquire valuable skills in the broadcasting and digital sectors and provide for the active participation of Aboriginal people in the Canadian broadcasting system.

Financial support will be available to Aboriginal community media centres through the expansion of the Community Radio Fund of Canada, to be renamed the Aboriginal and Community Fund of Canada. A percentage of tangible benefits resulting from transactions to the ownership or effective control involving radio and television services will be allocated to the fund.

Introduction

1. In Broadcasting Notice of Consultation 2016-333 (the Notice), the Commission stated that Aboriginal realities in Canada are not adequately reflected in the Canadian broadcasting system. It also stated that there continues to be a lack of access by Aboriginal people to the Canadian broadcasting system.
2. In the Notice, the Commission issued a call for comments seeking innovative ways to address these gaps. It stated that for any approach to be successful, it must reflect the interests and needs of the Aboriginal population in Canada, foster the development of Aboriginal cultures and help preserve Aboriginal languages. Further, the chosen approach must provide for the broad participation by Aboriginal people.
3. The Commission received comments from individuals, various community groups, the Canadian Association of Aboriginal Broadcasters (CAAB) and broadcasters. The public record for this proceeding can be found on the Commission's website at www.crtc.gc.ca.

Regulatory framework

4. The Commission is guided by the objectives of the *Broadcasting Act* (the Act) set out in sections 3(1)(d)(iii) and 3(1)(o) which state that the broadcasting system must reflect the special place of Aboriginal peoples within Canadian society and that programming that reflects the aboriginal cultures of Canada should be provided

within the Canadian broadcasting system as resources become available for the purpose.

5. In addition, the Act states that the system should provide a reasonable opportunity for the public to be exposed to the expression of differing views on matters of public concern [section 3(1)(i)(iv)].

Commission's analysis and decisions

6. As part of this proceeding, the Commission received a proposal from the CAAB, a national organization of Aboriginal broadcasters that includes the television broadcaster APTN and Native radio operators with stations and services in urban markets, smaller centres, and rural and remote communities. Its proposal called for the establishment of Aboriginal Community Media Centres (ACMCs) in both urban and non-urban communities across the country. The ACMCs would be led by community groups and would foster the participation and reflection of Aboriginal people in the Canadian broadcasting system. Each community group would decide on its area or areas of focus for its respective centre, such as radio, television and online content.
7. The CAAB submitted that the centres would act as learning centres for the communities served and enable members to acquire valuable skills in the broadcasting and digital sectors.
8. With respect to existing radio and television operators, the CAAB proposed that they also be eligible for funding should they choose to operate as ACMCs.
9. After examining the public record for this proceeding in light of applicable regulations and policies, the Commission considers that the issues it must address are the following:
 - whether the establishment of ACMCs fulfill the objectives of the Act;
 - how it can allocate funds to support ACMCs; and
 - what eligibility criteria should be used to allocate funding.

Establishment of Aboriginal Community Media Centres

10. Several individuals welcomed the proposal put forth by the CAAB. They expressed their support for the skills training aspects of the proposal. Most of the Aboriginal broadcasters who submitted comments were in support of the proposal. Some questioned how ACMCs would be integrated within the current network of Aboriginal broadcasting services.
11. Currently, Aboriginal broadcasters play an essential role in serving the Aboriginal population across the country by providing news, information, spoken word, music and entertainment that reflect the talents and interests of Aboriginal peoples. The

ACMCs would further enhance this role by providing additional opportunities for both participation and reflection.

12. Moreover, there is a pressing need to serve the Aboriginal community as a whole given that issues vitally important to Aboriginal people are not fully covered or addressed on “mainstream” services. ACMCs would also play a crucial role by exposing the public to issues of public concern, such as clean water on reserves, food prices in Northern communities, missing Aboriginal women, the Truth and Reconciliation Commission, housing, the environment and land claims.
13. Accordingly, the Commission considers that the proposal submitted by CAAB would serve to fulfill the objectives of the Act.
14. Should a centre choose to offer a station or service which requires a licence to operate, the current licensing requirements would apply to that service or station. The centre would therefore need to follow the standard application process.
15. The Commission invites the CAAB to publish best practices and guidelines for community groups who would like to open an ACMC.

Financial support

16. As set out in the Tangible Benefits Policy (Broadcasting Regulatory Policy 2014-459), for certain transfers of ownership or control of broadcasting services, the parties involved must make financial contributions (known as “tangible benefits”) to initiatives that benefit the Canadian broadcasting system. For radio services, the tangible benefits package must amount to a minimum direct financial contribution of 6% of the value of the transaction. For television services, the contribution must amount to 10% of the value of the transaction.
17. In Broadcasting Regulatory Policy 2010-499, the Commission allocated a portion of tangible benefits packages to campus and community radio to ensure stable funding for those stations. The Commission considers that the Community Radio Fund of Canada (CRFC) should be expanded to include a funding function for ACMCs. Thus, the Commission considers that it would be appropriate to divert funding from Radio Starmaker Fund or Fonds Radiostar for the expanded CRFC.
18. Accordingly, the Commission amends the Tangible Benefits Policy so that 1% of the value of a commercial radio transaction will be allocated to an expanded CRFC. The amount allocated to Radio Starmaker Fund or Fonds Radiostar will be reduced from 3% to 2.5%. As a result, any contribution is to be distributed as follows:
 - 2.5% to the Radio Starmaker Fund or Fonds Radiostar;
 - 1.5 % to FACTOR or MUSICACTION;
 - 1%, at the discretion of the purchaser, to any eligible Canadian content development initiative;

- 1% to the Aboriginal and Community Fund of Canada (formerly, the CRFC).

19. As set out in the Tangible Benefits Policy, for transactions involving television stations and services, the allocation formula is the following:

- at least 80% of all tangible benefits relating to changes in the effective control of licensed television undertakings shall be allocated to the Canada Media Fund and the Certified Independent Production Funds unless a compelling case is made that other measures could better meet the public interest; and
- of this amount, at least 60% shall be allocated to the Canada Media Fund and no more than 40% to the Certified Independent Production Funds unless a compelling case is made that another allocation formula could better meet the public interest.

20. Given that the ACMCs will be involved in the television sector, the Commission considers it appropriate to add the Aboriginal and Community Fund of Canada as an eligible recipient for tangible benefits derived from television transactions.

21. Accordingly, the allocation formula now reads as follows:

- at least 80% of all tangible benefits relating to changes in the effective control of licensed television undertakings shall be allocated to the Canada Media Fund, the Certified Independent Production Funds and the Aboriginal and Community Fund of Canada unless a compelling case is made that other measures could better meet the public interest; and
- of this amount, at least 60% shall be allocated to the Canada Media Fund and no more than 40% to the Certified Independent Production Funds and the Aboriginal and Community Fund of Canada unless a compelling case is made that another allocation formula could better meet the public interest.

22. The new allocation formulas for tangible benefits are effective immediately.

Eligibility for funding

23. The Commission considers that the criteria used to allocate funding to ACMCs should include factors such as participation, reflection, community need and quality of the proposal. The Commission requires the Aboriginal and Community Fund of Canada to submit the criteria by which it proposes to allocate funding **by DATE (6 months from the date of publication of this policy)**. The Commission will then issue a notice of consultation seeking comments on the proposed eligibility criteria for funding.

Secretary General

Related documents

- *Call for comments on finding an innovative approach to address the gaps in Aboriginal reflection and participation in the Canadian broadcasting system*, Broadcasting Notice of Consultation CRTC 2016-333, 13 May 2016
- *Simplified approach to tangible benefits and determining the value of the transaction*, Broadcasting Regulatory Policy CRTC 2014-459, 5 September 2014
- *Campus and community radio policy*, Broadcasting Regulatory Policy CRTC 2010-499, 22 July 2010