



Request for Proposal: 100007134

RETURN BIDS TO:

**Employment and Social Development Canada
(ESDC)**

Attention:

nc-solicitations-gd@hrsdc-rhdcc.gc.ca

REQUEST FOR STANDING OFFER

**Proposal To: Employment and Social
Development Canada**

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

Instructions : See Herein

Vendor/Firm Name and address

Title: Real-time captioning and certified transcription services for in-person public engagement events	
Solicitation No. 100007134	Date August 18, 2016
File No. – N° de dossier	
Solicitation Closes At 02 :00 PM / 14 h <i>Sept 6, 2016</i>	
Time Zone Eastern Daylight Time (EDT)	
Address Inquiries to : nc-solicitations-gd@hrsdc-rhdcc.gc.ca Size limit – 13MB	
Destination See Herein	

Vendor/firm Name and address :	
Facsimile No.	
Telephone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date



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Title: Real-time captioning and certified transcription services for in-person public engagement events on accessibility legislation.

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements: N/A and

Part 7 Resulting Standing Offer Clauses includes the clauses and conditions which will apply to any Standing Offer Agreement.

The Annexes include the Statement of Work, Evaluation Criteria.

2. Summary

The primary objective of this RFSO is to award 2 Standing Offer Agreements (SOAs) to provide English and French real-time captioning and certified transcription services for in-person public engagement events , on an “as and when requested” basis .

The requirement is subject to the provisions the Agreement on Internal Trade (AIT).

3. Debriefings

After award of the SOAs , 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



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PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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 RFSO and accept the clauses and conditions of the Standing Offer.

The [2006](#) (2016-04-04) Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the exception of:

1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
2. Delete Section 02, Procurement Business Number, in its entirety;
3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:
"send its bid only to the physical or e-mail address specified on Page 1".
4. Subsection 5.4 of Section 05 is amended as follows:
Delete: sixty (60) days
Insert: ninety calendar (90) days
5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety; and
6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

2. Submission of Bids

Bidders must be received at the email address nc-solicitations-gd@hrsdc-rhdcc.gc.ca, by the time and date indicated on the cover page of this RFSO document.

It is the Bidder's responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt. Bidders should ensure e-mails do not exceed 13MB to avoid problems with transmission.

3. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

4. Applicable Laws

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



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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.

5. Basis for Canada's Ownership of Intellectual Property

ESDC has determined that any intellectual property rights arising from the performance of the Work under any Standing Offer 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 to generate knowledge and information for public dissemination;



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PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that Bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in separately bound sections, in two separate envelopes, when submitted in hard copy, and in two separate files, when in soft copy, as follows:

Section I: Technical Bid 1 soft copy via e-mail,

Section II: Financial Bid 1 soft copy via e-mail,

Section III: Certifications 1 soft copy

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the RFSO and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach (*if applicable*) 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.

All mandatory technical criteria are identified specifically with the words “shall”, “must”, or “will”. The Technical Bid must demonstrate compliance with all mandatory evaluation criteria and must also specifically respond to each of the point-rated evaluation criteria.

Section II: Financial Bid

Bidders must submit their Financial Bid in Canadian funds, in accordance with the Pricing Schedule detailed in **Attachment 1 to Part 3**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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ATTACHMENT 1 TO PART 3 Pricing Schedule

Attached as a separate document.



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

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

1.2 Financial Evaluation

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

2. Basis of Selection

Basis of Selection - Highest Combined Rating of Technical 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.
- 2. Bids not meeting a. or b. 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 two (2) responsive bids with the highest combined rating of technical merit and price will be recommended for issuance of a SOA.



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8. Tie Breaker: When two or more responsive bids achieve the identical score, the bid with the highest score in the Rated Criteria will be will be recommended for issuance of a SOA.

The table below illustrates an example where all three 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 for technical score equal 135 and for price, 45 points, based on the lowest evaluated price of \$45,000.

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 25.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		85.18	73.15	77.70
Overall Rating		1st	3rd	2nd



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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be issued a standing offer.

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 during the bid evaluation period, the Standing Offer period or the contract period.

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

1. Mandatory Certifications Precedent to Issuance of a Standing Offer

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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

1.1 Declaration of Convicted Offences

If requested by the Contracting Authority, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide 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.

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.

1.2 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_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equality/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_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

1.3 Former Public Servant Certification

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. If the answer to the questions and, as applicable the information required have not been received by



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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.
- e. "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.
- f. "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 ()**

* Bidder (For greater clarity, the "Bidder" means the vendor legal entity (e.g. not a resource of the vendor legal entity).

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.

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

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;



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- 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.



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PART 6 - SECURITY REQUIREMENTS

N/A

PART 7 – RESULTING STANDING OFFER CLAUSES

A. STANDING OFFER

1. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

2. 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 call up against the Standing Offer, including any annexes;
- b) the clauses of the Standing Offer;
- c) the general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work
- e) the Bidder's bid dated _____ (*insert date of bid*).

3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" , and the call up against the Standing Offer.

4. 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>) issued by Public Works and Government Services Canada.

Whenever 'Public Works and Government Services Canada' appears in any of the standard clauses or the General or Supplemental Conditions replace with "Employment and Social Development Canada".

4.1 General Conditions

[2005](#) (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

5. Security Requirement

There is no security requirement associated with the requirement.

6 Term of Standing Offer Agreement

The period of the Standing Offer Agreement is from issuance to March 31, 2017 inclusive



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7 Option to Extend the Standing Offer Agreement

The Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to 1 additional year under the same conditions. The Offeror agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Offeror at least 30 calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

8 Call-up Procedures

Selection of the SOA holder:

SOA holders will be called upon to provide services on an “as and when requested basis”. SOA holders may be selected for a call-up based on:

- 1) capacity to carry out the work (e.g. geographic location, established formal/informal networks);
- 2) availability to supply the services at the time a call-up is made; and
- 3) cost.

The specific scope, timeline and deliverables will be defined within each call-up issued under the terms and conditions of the resulting SOAs.

Before commencing work, the SOA holder must be in possession of a call-up against a Standing Offer duly authorized by the ESDC Standing Offer Authority.

9 Authorities

9.1 Contracting Authority

The Contracting Authority is:

Julie Preto-Demers
Employment and Social Development Canada
Procurement and Contracting

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

9.2 Project Authority

The Project Authority will be identified in each call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work.

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.

9.3 Offeror's Representative



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The Offeror's Representative for the Standing Offer is: (To be determined at the Standing Offer award)

10. Payment

10.1.1 Professional Fees – firm rates

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm rates indicated in the Pricing Schedule attached. Customs duties are included and Applicable Taxes are extra.

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.

Total Estimated Expenditure \$ _____

10.1.2 Travel and Living Expenses (*applies to ad hoc events only*)

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the Treasury Board directive entitled *Special Travel Authorities*, and the National Joint Council *Travel Directive*.

All travel must have the prior authorization of the Project Authority (as per the Treasury Board Directive on Travel, Hospitality, Conference and Event Expenditures (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27228§ion=text#cha6>)). All payments are subject to government audit.

Estimated Cost: See pricing schedule attached

11. Method of Payment

11.1 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 provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

12. Invoice Submission



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1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

13. T1204 Information Reporting by Contractor

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

14. Foreign Nationals (Canadian Contractor)

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

15. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

16. Certifications



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The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated 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.

17. Intellectual Property

Canada to Own Intellectual Property Rights in Foreground Information

- **01** Interpretation
- **02** Disclosure of Foreground Information
- **03** Canada to Own Intellectual Property Rights in Foreground Information
- **04** License to Intellectual Property Rights in Background Information
- **05** Right to License
- **06** Access to Information; Exception to Contractor Rights
- **07** Waiver of Moral Rights
- Copyright (Re: 6.5)

01 Interpretation

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals



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and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

02 Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

03 Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

(c) HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

(c) SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.



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04 License to Intellectual Property Rights in Background Information

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
 1. for the use, operation, maintenance, repair or overhaul of the Work;
 2. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
 3. for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

05 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.



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06 Access to Information; Exception to Contractor Rights

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 1. is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 2. is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 3. is independently developed by or for Canada; or
 4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

Copyright (Re: 6.5)

Copyright

1. In this section,
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.
2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

(c) HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

(c) SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
3. At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.



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4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
6. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.



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ANNEX "A"

STATEMENT OF WORK

Specialized Services – Real-time Captioning and Transcription Services

Title

Real-time captioning and certified transcription services for in-person public engagement events.

Objectives

The primary objective of this work is to provide English and French real-time captioning and certified transcription services for in-person public engagement events on accessibility legislation.

The purpose of these services is (1) to help ensure that participants that require real-time captioning as an interpretation service are able to participate on an equal basis with others during in-person engagements; and (2) to obtain certified transcripts of all events where real-time captioning was provided.

Background Statement

The Honourable Carla Qualtrough, Canada's first Minister of Sport and Persons with Disabilities, has been mandated by the Prime Minister to lead an engagement process with Canadians, including Canadians with disabilities, provinces, territories, municipalities, and other stakeholders, that would inform planned legislation that will transform how the Government of Canada addresses accessibility.

The engagement process is to be inclusive of all Canadians, including people with disabilities. The accessibility of all events, including communication and other accommodations, will be key priorities throughout the process.

Between September 2016 and February 2017, up to 30 in-person events, including open public sessions, invitational roundtables, and a National Youth Forum are planned to take place in the following cities:

- St. John's, Newfoundland and Labrador
- Halifax, Nova Scotia
- Charlottetown, Prince Edward Island
- Moncton, New Brunswick
- Québec City, Quebec
- Montréal, Quebec
- Ottawa, Ontario
- Toronto, Ontario
- Thunder Bay, Ontario
- Winnipeg, Manitoba
- Regina, Saskatchewan
- Saskatoon, Saskatchewan
- Calgary, Alberta
- Edmonton, Alberta
- Vancouver, British Columbia
- Victoria, British Columbia
- Iquluit, Nunavut
- Yellowknife, Northwest Territories
- Whitehorse, Yukon



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A high concentration of meetings will be held in October and November. Specific event dates are not currently available but will be confirmed at least one month in advance.

Activities will consist of a number of targeted events, including invitational roundtables (between 25-50 participants), open public sessions (between 50-100 participants), and a National Youth Forum (50-100 participants). Up to four events, including the National Youth Forum, are expected to require additional captioning services for up to 4 breakout room discussions.

Tasks and Deliverables

The Contractor shall arrange the services of certified captionists for both on-site and remote real-time captioning and provide certified transcripts for all events.

Each event will require French and English captioning services and certified transcripts:

- Twenty-six (26) events are expected to be up to 4 hours in duration.
- Up to four (4) other events are expected to be full-day meetings and will require captioning services for up to 4 breakout room discussions.
- In-person real-time captioning will be required for up to 6 events taking place in Whitehorse (1), Iqaluit (1), Yellowknife (1), and Ottawa (1) (full-day event), and two other urban centres (as outlined in Section 3.0 Background Statement of this documents).
- Remote captioning services will be required for 24 events in the urban centres identified in Section 3.0 Background Statement of this document.

The Contractor is expected to:

- Ensure captionists are made available to test technical set-ups in advance of events, as needed.
- In the case of remote real-time captioning, provide links to a website that will display the remote captions. The Contractor will provide any necessary streaming services for remote captions.
- In the case of in-person real-time captioning, hire local certified captionists, where possible. Where they cannot be hired locally, travel will be possible.
- Ensure a system is in place to troubleshoot and resolve technical issues with the captioning equipment and, if applicable, the connection to a remote captioning website.
- Ensure a system is in place to resolve any last minute absenteeism issues with the captionists.

Reporting Requirements

The Contractor shall provide certified transcripts, free of grammar and spelling mistakes, within 14 days of each event.

Constraints

The Contractor **MUST** ensure that the Remote Captioning will travel **ONLY** over **Canadian networks**.

The Contractor and captionists are expected to work closely in delivering their work with other contractors hired to implement the public engagement, such as event audio visual staff and other interpretation services.

The Contractor and captionists shall be responsible for providing their own equipment directly related to providing captions (e.g. keyboard, laptop, internet connection for remote captioning, etc). The Project Authority shall provide screens, video monitors, video cables, reliable internet connection (for remote captioning) and any equipment necessary to display the captionists' work for participants. The Contractor shall notify the project authority of the audio visual requirements of each captionist as soon as they are known in advance of the event (e.g. video output.)



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Privacy Clauses

1. For the purpose of performing the work under the contract, the Contractor could be exposed to personal information provided by the participants of the session.
2. The Contractor shall inform the individuals of the purpose of the collection, of their right to refuse to provide any or all of the requested information and any possible consequence of such refusal, and of their right of access and correction.
3. Unless otherwise required by law or authorised in writing by the individuals to whom that information relates, the Contractor shall not collect, use or disclose the information referred to in section 1 above except for the purpose of performing the work under the contract.
4. The Contractor shall maintain all information referred to in section 1 above, and make sure it is only accessible, in Canada.
5. The Contractor shall segregate all records containing information referred to in section 1 above (whether in electronic format or in hard copy) from other records, and keep all databases in which such records are to be maintained physically independent from all other database, directly in, or indirectly, which are located outside Canada.
6. The Contractor shall ensure that all aspects of the processing of information referred to in section 1 above are conducted and only accessible in Canada.
7. The Contractor shall take all necessary measures to ensure that every person hired, or the services of whom it retains to fulfill obligations under this contract, knows and complies with all the terms and conditions of this contract with respect to the protection of information referred to in section 1 above.
8. Unless otherwise required by law or authorised in writing by the individuals to whom that information relates, the Contractor will ensure that no information referred to in section 1 above, is disclosed to a third party for a purpose authorised herein, unless there is a written agreement between the Contractor and the third party, imposing upon the third party obligations that are the same as those that are imposed upon the Contractor under this contract with respect to the protection of this information.
9. The information referred to in section 1 above remains at all times under the control of ESDC.
10. The information referred to in section 1 above is protected by the *Privacy Act* and any other applicable federal laws governing the protection of personal information held by federal institutions. That information shall be treated as such by the Contractor in accordance with the *ESDC Security Policy and Procedures Manual*, the *Government of Canada Security Policy* or other instructions that ESDC may issue.
11. The Contractor shall notify ESDC immediately after he becomes aware that a breach of any provision of this contract governing the protection of personal information has occurred.
12. Any intentional breach by the Contractor of any provision of this contract governing the protection of personal information constitutes a fundamental breach of contract such that the contract may be terminated by ESDC.



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ANNEX “B”

EVALUATION CRITERIA – MANDATORY CRITERIA

The mandatory requirements listed will be evaluated on a simple pass/fail (i.e. compliant / non-compliant) basis. Proposals that fail to meet the mandatory requirements will be disqualified at this stage without further consideration and the Bidder’s proposal will be considered to be non-responsive.

Proposals must demonstrate compliance with all of the following requirements and must provide the necessary documentation to support compliance in order to be considered.

EVALUATION PROCEDURES AND BASIS OF SELECTION are located in **PART 4** of the RFSO.

Statement of compliancy

Item #	Mandatory Criteria	Met/Not Met	Reference to bidder documentation (proposal, resume, presentation letter, Page #.)
M1	Bidder’s proposal MUST demonstrate that they have a minimum of 10 years’ experience providing English and French in-person real-time captioning services.		
M2	Bidder’s proposal MUST demonstrate that they have a minimum of 5 years’ experience providing English and French remote real-time captioning services.		
M3	Bidder’s proposal MUST demonstrate that they have a minimum of 10 years’ experience providing certified transcription services.		
M4	The Bidder MUST certify that the Remote Captioning will travel ONLY over Canadian networks.		



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EVALUATION CRITERIA - RATED CRITERIA

RATED EVALUATION REQUIREMENTS

The criteria contained herein will be used by ESDC to evaluate each Proposal. Bidders are advised to address these requirements in the following order, where possible, and in sufficient depth in their proposals to enable a thorough assessment. An item not addressed will be given zero (0) points under the point rated system. ESDC's assessment will be based solely on the information contained within the Proposal.

Item #	Rated Criteria	Max Points	Reference to bidder documentation (proposal, resume, presentation letter, Page #)
R1	In addition to M1, the bidder should demonstrate experience providing English and French in-person real-time captioning services. 0-10 yrs = 0 pts 11-15 yrs = 5 pts 16-20 yrs = 10 pts 21 yrs + = 15 pts	15	
R2	In addition to M2, the bidder should demonstrate the years of experience providing English and French remote real-time captioning services. 0-5 yrs = 0 pts 6-10 yrs = 5 pts 10-15 yrs = 10 pts 16 yrs + = 15 pts	15	
R3	In addition to M3, the bidder should demonstrate the years of experience providing certified transcription services. 0-10 yrs = 0 pts 11-15 yrs = 5 pts 16-20 yrs = 10 pts 21 yrs + = 15 pts	15	
Total Points Available: (No minimum pass mark)			45
Total Points Awarded:			