

CANADIAN HERITAGE
REQUEST FOR PROPOSALS

REQUEST NUMBER: 10220505

TITLE OF PROJECT: Live closed captioning services in English and/or French provided virtually.

REQUEST DATE: July 29th, 2022

CLOSING DATE AND TIME: September 12th, 2022, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Gregory Yarema
Procurement Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage (PCH) has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period commencing upon the date of the award of the contract and are to be completed by March 31st, 2025, as detailed in the Statement of Work.

If you are interested in undertaking this project, submit your bid by **2:00 pm EDT: September 12^h, 2022** by using the following accepted submission method:

IMPORTANT: Submission via e-mail

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept bids by e-mail. Bids transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail bid be delivered to PCH by the specified date and time. Indicate the title of the Request for Proposal (RFP) in the e-mail object, the e-mail address is the following:

Contrats/Contracting (PCH)
contrats-contracting@pch.gc.ca

RFP : 10220505
Attention : Gregory Yarema

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Bids that arrive after the specified date and time will not be accepted. Bidders are encouraged to keep a confirmation that the e-mail was sent and delivered.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "C".

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION.....4

1.2 SUMMARY4

1.3 DEBRIEFINGS4

1.4 OTHER INFORMATION5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS6

2.2 SUBMISSION OF BIDS.....6

2.3 FORMER PUBLIC SERVANT.....6

2.4 ENQUIRIES - BID SOLICITATION.....8

2.5 APPLICABLE LAWS.....8

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD8

2.7 BID CHALLENGE AND RECOURSE MECHANISMS.....8

PART 3 - BID PREPARATION INSTRUCTIONS 9

3.1 BID PREPARATION INSTRUCTIONS9

3.2 SECTION I: TECHNICAL BID9

3.3 SECTION II: FINANCIAL BID.....9

3.4 SECTION III: CERTIFICATIONS9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 10

4.1 EVALUATION PROCEDURES.....10

4.2 BASIS OF SELECTION – MINIMUM POINT RATING11

ATTACHMENT 1 TO PART 4: EVALUATION CRITERIA 13

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 16

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION16

PART 6 - RESULTING CONTRACT CLAUSES 17

6.1 STATEMENT OF WORK.....17

6.2 STANDARD CLAUSES AND CONDITIONS.....20

6.3 SECURITY REQUIREMENTS.....20

6.4 TERM OF CONTRACT20

6.5 AUTHORITIES21

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS22

6.7 PAYMENT22

6.8 INVOICING INSTRUCTIONS23

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....23

6.10 APPLICABLE LAWS.....23

6.11 PRIORITY OF DOCUMENTS24

6.12 INSURANCE – NO SPECIFIC REQUIREMENT24

6.13 OFFICIAL LANGUAGES24

6.14 GREEN PROCUREMENT24

6.15 DISPUTE RESOLUTION.....25

6.16 CONTRACT ADMINISTRATION25

ANNEX "A" - STATEMENT OF WORK..... 26

ANNEX "B" - BASIS OF PAYMENT..... 30

ATTACHMENT 1 TO ANNEX “B”..... 33

CALCULATION OF THE TOTAL BID PRICE FOR PURPOSES OF THE FINANCIAL EVALUATION.....33

ANNEX "C" - OFFER OF SERVICES 35

ANNEX "D" TASK AUTHORIZATION FORM 37

ANNEX "E - NON-DISCLOSURE AGREEMENT 40

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The annexes include:

- Annex "A" Statement of Work
- Annex "B" Basis of Payment
- Annex "C" Offer of Services
- Annex "D" Task Authorization Form
- Annex "E" Non-Disclosure Agreement
- Attachment 1 to Part 4: EVALUATION CRITERIA
- Attachment 1 to Annex B: Calculation of price for purposes of the financial evaluation

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of the Department of Canadian Heritage for the provision of Closed Captioning Services for a series of virtual events using a videoconferencing platform on an "as and when" required basis. It is intended to result in the award of up to 5 contract(s) each for an initial period lasting until 31 March 2025, plus two one-year irrevocable option(s) allowing Canada to extend the term of the contract(s).

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 by teleconferencing (Zoom or MSTeams). Please note that because of the present circumstances associated with the COVID-19 virus, in-person debriefings will not be available.

1.4 Other Information

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail at contrats-contracting@pch.gc.ca. Proposals transmitted by facsimile or mail to PCH will not be accepted.

2.2.1 Submission via e-mail

Proposals must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFP.

2.3 Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all 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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory*).

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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 14 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail at contrats-contracting@pch.gc.ca. Proposals transmitted by facsimile or mail to PCH will **not** be accepted.

3.1.1 Submission via e-mail

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or more. It is the responsibility of the Bidder to assure that their complete e-mail proposal be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted.

The Offer must be gathered per section and separated as follows:

Section I: Technical Proposal
Section II: Financial Proposal
Section III: Certifications

3.2 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.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the proposal, 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 proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Bid

Bidders must submit their financial proposal in accordance with the Basis of Payment in Annex "B".

Prices submitted with the Proposal will form part of any resulting Contract.

3.4 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

- (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.

4.1.1.1. Mandatory Technical Criteria

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation. Mandatory technical evaluation criteria are included below in Attachment 1 to Part 4.

The bidder must meet all mandatory criteria to be considered compliant. Failure on the part of the bidder of meeting a mandatory criterion will result in the bid being deemed non-compliant and no further consideration will be given.

4.1.1.2. Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Point rated technical evaluation criteria are included below in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined by calculating the Total Bid Price using the prices submitted in the Basis of Payment – Annex B, completed by the bidders AND the Calculation of the Total Bid Price For Purposes of the Financial Evaluation – Attachment 1 to Annex B - that will be filled out by the Contracting Authority.

4.1.2.1 If there are three or more responsive bids: Establishing lower and upper median band limits

If 3 or more bids have been deemed compliant following the technical evaluation, they will be evaluated in the following manner:

Step 1: The median of the "Total Bid Price" (TBP) of the compliant bids will be calculated.

Step 2: The median band limits are based on the TBP obtained with technically responsive Bids. The median will be calculated and will represent a range that encompasses any rate to a value of minus (-) 20% of the median (lower median band) and any rate to a value of plus (+) 20% of the median (upper median band). When an even number of technically responsive bids have been determined, an average

of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

Example:

The table below illustrates an example where five bids are compliant following the technical evaluation. The figures are for demonstration purposes only and do not represent a real TBP.

	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
Total Bid Price (TBP)	500	556	480	660	800
Median = 556 20% below the median = 444.8 40% above the median = 778.40					
Compliant Bids	500	556	480	660	X
Conclusion: The TBP of Bidder 5 is outside the 40% upper median band. Therefore, Bid 5 is deemed non-compliant, and its evaluation will not continue.					

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

The 5 lowest Bids (if applicable) whose Total Bid Price (as determined in Attachment 1 to annex "B" - CALCULATION OF THE TOTAL BID PRICE FOR PURPOSES OF THE FINANCIAL EVALUATION) is within the median band limits will be recommended for issuance of a contract.

4.1.2.2 If there are only two responsive bids

When only 2 bids are responsive to the mandatory technical criteria, both bids may be selected if the bid with the highest Total Bid Price is within 25% of the lowest priced, otherwise only the lowest bid will be selected.

4.1.2.3 If there is only one responsive bid

If only 1 bid is responsive to the mandatory and point rated technical criteria, this bid will be selected if Canada can establish that the bid represents fair value.

4.2 Basis of Selection – Minimum Point Rating

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 3 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 10 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

- 4.2.1.1** Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

Attachment 1 to Part 4: EVALUATION CRITERIA

1. General Instructions

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum).
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.
- e. The Bidder must provide the necessary documentation to support compliance with this requirement. Any document requested for the Mandatory or Point-Rated Criteria below must be provided in either Word or PDF format.

1.1. Mandatory Technical Criteria

- a. The Bidder must comply with and meet all technical requirements and all terms and conditions specified in this RFP.
- b. Each bid will be reviewed for compliance with the mandatory requirements listed in the table below. Any element of the RFP that is identified with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that a bid does not meet a Mandatory Requirement at any time during the evaluation process.
- c. The Bidders are cautioned that “Attachment 1 to part 4, Evaluation Criteria” does **not** include all the mandatory requirements of this RFP. This RFP contains other mandatory requirements dealing with the submission, format and content of bids, including the mandatory submission of certifications and mandatory requirements for the submission of the financial bid. It is the Bidder’s sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.
- d. Where a mandatory criterion requests a Bidder to ‘demonstrate’ to be responsive, the technical bid must substantiate or show how the Bidder meets the criterion identified in the mandatory requirement. The substantiation must not simply be a repetition of the requirement(s), but must explain/show in sufficient detail to demonstrate how the Bidder will meet the requirements. Simply stating that the Bidder complies with the requirement is not sufficient. The bid will fail to meet an Eligible Mandatory Criterion where Canada determines that the substantiation is insufficient in explaining/showing how the Bidder demonstrates a mandatory requirement.

	Mandatory Requirements	Met	Not Met	Cross- Reference in the Bid
M1	<p>The Contractor must provide the details and descriptions of 2 bilingual (French and English) captioning projects of a duration of at least 1.5 hours provided virtually (i.e. by way of a teleconferencing platform) completed by the Contractor within the last 2 years prior to the closing date of the Request for Proposals. The services must have been performed by a live Captioner and not by a computer program or by artificial intelligence.</p> <p>Each project description must include:</p> <ul style="list-style-type: none"> a. The name of the client; b. A description of the work; c. The captioning language provided; d. The duration of the closed captioning session; and, e. The date of the event. <p>Should more than 2 projects be provided in the Bidder's proposal, only the first 2 projects listed will be evaluated.</p>			
M2	<p>The Bidder must also confirm in their proposal that the Bidder's captioning services can be provided at least between 8 am and 8 pm local time in the Ottawa Region from Monday to Friday statutory holidays excepted.</p>			

1.2. Point rated Technical Criteria

- a. Bids will be evaluated and scored as specified below.
- b. Only Bids which meet all the mandatory technical criteria above will be evaluated and scored as specified in the tables inserted below.
- c. Bids which fail to obtain the required minimum number of points as specified per criterion will be declared non-responsive.
- d. Each point rated technical criterion must be addressed separately. The minimum overall pass mark is indicated in the table.

Point Rated Technical Criteria (RT)		
Number	Point Rated Technical Criterion	Weighting (Points)
RT1	<p>The Bidder must describe their contingency plan to avoid or to remedy an unforeseen last-minute absence of a captioner scheduled for an event.</p> <p>Rating scale:</p> <p>10 points: The contingency plan is comprehensive and in-depth and proposes a variety of possible solutions for the last minute absence of a captioner.</p> <p>5 points: The contingency plan demonstrates a good level of preparedness for the unforeseen last minute absence of a captioner.</p> <p>3 points: The contingency plan demonstrates an adequate level of preparedness for the unforeseen last minute absence of a captioner.</p> <p>0 point: The contingency plan demonstrates an inadequate level of preparedness for a unforeseen last minute absence of a captioner.</p> <p>The maximum number of points for this criterion is 10 points The minimum number of points to pass this criterion is 3 points</p>	/10
TOTAL POINTS OBTAINED FROM THE POINT-RATED TECHNICAL CRITERIA (NB: the minimum overall pass mark is 3 points out of 10 points.)		

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications 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.

5.1.1 Offer of Services

In Section III of their bid, bidders must provide a completed Offer of Services Form included in Annex C

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" on an "as and when requested basis".

6.1.2 Task Authorization

- A.** Work described at Annex A Statement of Work, will be performed under the Contract on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.
- B.** With respect to the Work mentioned under paragraph A of this clause,
 - 1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
 - 2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
 - 3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
 - 4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
 - 5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D - Task Authorization Form. An authorized TA is a completed Annex D signed by the Technical Authority.
- C.** TA Authority and Limit

The Contracting Authority is the only person who can authorize individual TAs inclusive of any revisions.

- D.** The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 6.7.2 "Canada's Total Liability, Cumulative Total of all authorized TAs" not being exceeded.

E. Multiple contracts

OPTION 1: 2 -5 contracts awarded:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract has been awarded for this requirement, a request to perform a task will be sent in accordance with paragraph F of this clause. In consideration of the fact that PCH's needs for these services are often time-sensitive and that the approach for each event is different, the requirements for each assignment will vary according to the nature of the project as well as the capacity and availability of the firm's resources.

For each Task Authorization request, the Project Authority will select the best suited supplier according to the following criteria:

- a) Availability
- b) Lowest Total Cost

Subject to the above, PCH will make a best effort to evenly allocate Task Authorizations among the qualified suppliers. Availability and other factors may limit PCH's ability to allocate Task Authorizations evenly.

A supplier may advise the Project Authority and the Contracting Authority in writing that it is unable to accept new Task Authorizations as a result of previous commitments under one or more than one authorized Task Authorization and no request for availability will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to accept new Task Authorizations.

If no contractor in the ranking can perform the task, Canada reserves the right to acquire the required Work by other means.

NOTE: If only one proposal is found to be compliant, only one (1) contract will be awarded and article E will be deleted from this clause.

F. TA Process

For each task or revision of a previously authorized task, the Technical Authority will provide the Contractor with a request to perform a task prepared using Annex D Task Authorization Form, containing as a minimum:

1. the task or revised task description of the Work required, including:
 - i. the details of the activities or revised activities to be performed;
 - ii. a description of the deliverables or revised deliverables to be submitted; and
 - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and
4. the Contract method(s) of payment applicable to the task or revised task

- G.** Within 8 working hours of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:
1. A confirmation that the work can be provided for the dates and times required;
 2. the total estimated cost proposed for performing the task or, as applicable, the revised task;
 3. a breakdown of that cost in accordance with Annex B – Basis of Payment.

If the Contractor does not respond within the deadline, the Technical Authority reserves the right to contact another of the eligible Contractors to the work.

NB: working hours are to be calculated Monday to Friday between 8:00 am and 17:00, local time in the Ottawa Region, statutory holidays excepted.

Urgent Requirements

In a situation where a requirement is determined as being urgent, at the discretion of the Technical Authority, the Task Authorization may be sent out to more than one or to all of the Contractors at the same time. The Contractor who will be allocated the Task Authorization will be chosen on the basis of:

- 1 Availability;
- 2 Lowest total cost;
- 3 Respect of the required response deadline; and/or
- 4 Any other identified criteria

H. TA Authorization

1. The TA Authority will authorize the TA based on:
 - the request submitted to the Contractor pursuant to paragraph F of this clause;
 - the Contractor's response received, submitted pursuant to paragraph F of this clause; and
 - the agreed total estimated cost for performing the task or, as applicable, revised task.
2. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

I. Minimum Work Guarantee - All the Work - Authorized TAs

1. "Maximum Contract Value" means the sum specified in Contract clause 6.7.2 (Canada's Total Liability, Cumulative Total of all authorized TAs); and "Minimum Contract Value" means 2% of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.2 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.

6.2.1 General Conditions

[2035 \(2020-05-28\)](#) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.2.2 Non-Disclosure Agreement

In the case where it is identified as being necessary in the Task Authorization the Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority Authority before they are given access to information by or on behalf of Canada in connection with the Work.

Refer to the Statement of Work in Annex A, for more information on when the non-disclosure agreement will be required for the Work.

6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2025 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same 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.

Canada may exercise this option at any time by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gregory Yarema
Procurement Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
15 Eddy Street
Gatineau, QC K1A 0M5

E-mail: contrats-contracting@pch.gc.ca

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

6.5.2 Technical Authority:

The Technical Authority for this Contract is:

(To be identified on each Task Authorization Form)

The Technical Authority named above 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. The Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Project Authority

The Project Authority for the Contract is:

(To be identified at contract award)

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

6.5.4 Contractor's Representative

(To be identified at contract award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment – Individual Task Authorization

The Contractor will be paid for the Work specified in the authorized Task Authorization, in accordance with the Basis of Payment at Annex “B”. Canada's liability to the Contractor under the authorized Task Authorization must not exceed the limitation of expenditure specified in the authorized Task Authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized Task Authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ (*to be added at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

6.7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work specified in each Task Authorization 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.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

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.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract

Invoices must be distributed as follows:

The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28) General Conditions - Professional Services (High Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated _____, (*insert date of bid*)

6.12 Insurance – No Specific Requirement

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.

6.13 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

6.14 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

6.15 Dispute Resolution

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

6.16 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

ANNEX "A" - STATEMENT OF WORK

1. Title

Live closed captioning services in English and/or French provided virtually.

2. Background

2.1. Objective

The objective of this request for proposals is for the Department of Canadian Heritage (PCH) to issue up to 5 contracts for live closed captioning services provided virtually for various events on an "as and when requested basis" in English and/or French using a videoconferencing platform. The Contractor will provide the streaming URL for both English and French or dual English/French captioned text.

The events could include but not be limited to meetings, conferences, hearings, workshops, summits, consultations, round tables, ceremonies, etc. Event participants may include Ministers, employees of the Federal Government, and members of the public and can be broadcasted on an invitation only basis or on an open public platform.

2.2 Context

Canadian Heritage and its portfolio organizations play a vital role in the cultural, civic and economic life of Canadians. Arts, culture and heritage represent more than \$56 billion in the Canadian economy and close to 655,000 jobs in sectors such as film and video, broadcasting, music, publishing, archives, performing arts, heritage institutions, festivals and celebrations.

Live closed captioning is a human-generated word-for-word professionally translated real time transcription of speech to text through a third party. It enables culturally deaf, oral deaf, deafened and hard of hearing people to have visual access to the spoken word. Closed captioning can be displayed on individual laptop computers, personal digital devices, large monitors or LCD projectors for the benefit of ALL participants in an event.

3 Requirements

3.1 Scope

The Contractor must provide remote real time closed captioning services in both official languages for a series of events.

The events could vary in duration from 1 hour to 8 hours, however, please note that the vast majority of them would not last any more than 2 hours. Log in time will be 30 minutes before the event.

The Contractor must provide emergency phone contact information that can be used during events so PCH can contact the Contractor in case of any problem that could affect the provision of services.

3.1.1 Bilingual Events with one live captioner for one official language and the use of a reliable translating system for the other

PCH or a third party Audio Visual company will provide English and French audio feeds during the events. The feeds made available to the Contractor will be the one directly from the presenter (which could be in English or French) and the other will be provided through Simultaneous Interpretation which could be in English or French.

The Contractor must provide the streaming URL for both English and French or dual English/French captioned text as per their preference or technological capacities. The URL link must lead to a page that allows participants to select the desired caption source (English or French) or gives them two (2) separate URLs (one for each language) that they can choose from. Captioning Inks must be provided 24 hours before the start of the event.

The Contractor must provide Real time closed captioning in both official languages. In one of the languages made available by the audio stream, Real time closed captioning must be provided by a live human Captioner as per the preference of the Captioner. Real time Closed captioning in the other official language can be provided automatically by using a reliable translating system.

The requirement for this level of service will be specified in the Task Authorization.

3.1.2 Bilingual Events with a live Captioner for each official language

PCH or a third party Audio Visual company will provide English and French audio feeds during the events. The feeds made available to the Contractor will be the one directly from the presenter (which could be in English or French) and the other will be provided through Simultaneous Interpretation which could be in English or French.

The Contractor must provide the streaming URL for both English and French or dual English/French captioned text as per their preference or technological capacities. The URL link must lead to a page that allows participants to select the desired caption source (English or French) or gives them two (2) separate URLs (one for each language) that they can choose from. Captioning Inks must be provided 24 hours before the start of the event.

The Contractor must provide Real time closed captioning in both official languages. Real time closed captioning must be provided by a live human Captioner for each languages made available by audio stream.

The requirement for this level of service will be specified in the Task Authorization.

3.1.2 Unilingual Events

The vast majority of events will be bilingual and the captioner will have the choice of audio feed language for the live captioning. However, in the case of an event only offered in one of Canada's official languages, there will be only one choice of audio feed language for the Captioner. If this is the case, the Task Authorization will identify the audio feed language for the event and an appropriately linguistically qualified Captioner must be assigned to the event by the Contractor.

3.1.3 Events that present sensitive information

On occasion, PCH may have events that will have sensitive information presented and/or discussed. If this occurs, the Contractor's proposed resource(s) will be required to sign a Non-Disclosure Agreement. The Non-Disclosure Agreement will form part of the Task Authorization (TA) when one is required for a specific event, and must be signed by the Contractor's resource(s) that will be performing the Work.

3.1.4 Unedited transcript

If requested by the Technical Authority or specified in the Task Authorization, the Contractor must provide an unedited "as-is" transcript of the session to the Technical Authority within 2 business days in format Microsoft Word.

3.1.5 Hours of service

The core hours for captioning services are considered to be from 8:00 to 20:00, Monday to Friday (not including statutory holidays) as per the time zone in the Ottawa Gatineau Region.

NB: the following days are defined as Statutory Holidays:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Labour Day
7. National Day for Truth and Reconciliation
8. Thanksgiving
9. Remembrance Day
10. Christmas Day
11. Boxing Day
12. Provincial or civic holiday in the area where the supplier's principal office is located.

If the Statutory Holiday falls on a Saturday or Sunday, the holiday is moved to the first working day that comes afterwards.

4. Constraints

4.1 Language of Work

The language of work may be in French and/or English.

The live captioning work will be performed in the official language of choice of the Contractor unless specified in the Task Authorization.

4.2 Work Location and Access Restrictions

All work will be performed from the Contractor's facilities virtually.

5. Support provided by PCH

- Provide contextual documents as soon as possible before the event by email. This could include the agenda, the list of speakers, a glossary of topic-specific terms and acronyms, etc.
- Confirm any event schedule changes or cancellations in writing as soon as possible.
- Provide Emergency phone/text contact information to be used during events so the Contractor can signal any problems that could affect the provision of services.
- The Virtual videoconferencing platform for the event.
- Access to audio feed of presenter and audio feed of simultaneous interpretation in French or English during bilingual events.
- Unilingual audio-feed of presenter in the case of unilingual events.

ANNEX "B" - BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra.

A- Contract Period (Date of award to March 31, 2025)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid firm all-inclusive rates as follows:

Event duration held between 8:00 and 20:00 Ottawa local time Monday to Friday (statutory holidays excepted). Provision of Closed Captioning: Language of Live Closed Captioning as determined by the Contractor unless specified in the Task Authorization	ALL INCLUSIVE RATE BEFORE TAXES NB: this includes the 30 minutes of log-in period before each event. Service is provided by one live human captioner <u>for each language</u>	ALL INCLUSIVE RATE BEFORE TAXES NB: this includes the 30 minutes of log-in period before each event Service is provided by one live human captioner for one language and by a reliable translating system for the other
1 Hour or less	\$	\$
2 Hours and less	\$	\$
3 Hours and less	\$	\$
4 Hours and less	\$	\$
5 Hours and less	\$	\$
6 Hours and less	\$	\$
7 Hours and less	\$	\$
8 Hours and less	\$	\$
Unedited "as is" Transcript if requested		\$

Total Estimated Cost of Professional Fees for a limitation of expenditure: \$ _____ (to be added at contract award)

2. CANCELLATIONS

If PCH cancels an event, the Offeror will be paid as follows:

Cancellation 16 business hours or more before the start of the event	0% of the Task Authorization's value
Cancellation less than 16 business hours before the start of the event	50% of the Task Authorization's value
Cancellation less than 8 business hours before the start of the event	100% of the Task Authorization's value

NB: business hours are calculated from 8:00 to 17:00, Monday to Friday not including statutory holidays.

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period (From April 1, 2025 to March 31, 2026)

The Contractor will be paid all-inclusive fixed time rates as follows:

Event duration held between 8:00 and 20:00 Ottawa local time Monday to Friday (statutory holidays excepted).	ALL INCLUSIVE RATE BEFORE TAXES	ALL INCLUSIVE RATE BEFORE TAXES
Provision of Closed Captioning:	NB: this includes the 30 minutes of log-in period before each event.	NB: this includes the 30 minutes of log-in period before each event
Language of Live Closed Captioning as determined by the Contractor unless specified in the Task Authorization	Service is provided by one live human captioner <u>for each language</u>	Service is provided by one live human captioner for one language and by a reliable translating system for the other
1 Hour or less	\$	\$
2 Hours and less	\$	\$
3 Hours and less	\$	\$
4 Hours and less	\$	\$
5 Hours and less	\$	\$
6 Hours and less	\$	\$
7 Hours and less	\$	\$
8 Hours and less	\$	\$
Unedited "as is" Transcript if requested		\$

Total Estimated Cost of Professional Fees for a limitation of expenditure: \$ _____ (to be added at contract award)

B-2 Extended Contract Period (From April 1, 2026 to March 31, 2027)

The Contractor will be paid all-inclusive fixed time rates as follows:

Event duration held between 8:00 and 20:00 Ottawa local time Monday to Friday (statutory holidays excepted). Provision of Closed Captioning: Language of Live Closed Captioning as determined by the Contractor unless specified in the Task Authorization	ALL INCLUSIVE RATE BEFORE TAXES NB: this includes the 30 minutes of log-in period before each event. Service is provided by one live human captioner <u>for each language</u>	ALL INCLUSIVE RATE BEFORE TAXES NB: this includes the 30 minutes of log-in period before each event Service is provided by one live human captioner for one language and by a reliable translating system for the other
1 Hour or less	\$	\$
2 Hours and less	\$	\$
3 Hours and less	\$	\$
4 Hours and less	\$	\$
5 Hours and less	\$	\$
6 Hours and less	\$	\$
7 Hours and less	\$	\$
8 Hours and less	\$	\$

Unedited "as is" Transcript if requested	\$
--	----

Total Estimated Cost of Professional Fees for a limitation of expenditure: \$ _____ (to be added at contract award)

ATTACHMENT 1 TO ANNEX “B”
CALCULATION OF THE TOTAL BID PRICE FOR PURPOSES OF THE FINANCIAL EVALUATION

The following table will be completed by the Contracting Authority in order to determine the lowest total evaluated price. The Contracting Authority will complete it using the unit prices provided by the Bidder in Annex B, Basis of Payment.

TOTAL COST EVALUATION TABLE: AGGREGATE SCORE

NB: The quantities used below for the Financial Evaluation are based on an estimated Level of Effort only and do not represent a guaranteed Level of Effort and are subject to change.

	Service is provided by one live human captioner for <u>each</u> language		Service is provided by one live human captioner for one language and by a reliable translating system for the other		Service is provided by one live human captioner for each language	Service is provided by one live human captioner for one language and by a reliable translating system for the other
	A	B	C	D	A x B	C x D
Event duration held between 8:00 and 20:00 Ottawa local time. Language of Closed Captioning: English and French unless identified specifically in the Task Authorization	ESTIMATED number of events for financial bid evaluation purposes only	FIRM ALL INCLUSIVE RATE BEFORE TAXES (in accordance with Annex B of the contract) NB: this includes the period 30 minutes of log in before each event	ESTIMATED number of events for financial bid evaluation purposes only	FIRM ALL INCLUSIVE RATE BEFORE TAXES (in accordance with Annex B of the contract) NB: this includes the period 30 minutes of log in before each event		

			INITIAL CONTRACT PERIOD (date of issue to 31 March 2025)				
1	Hour or less	90	\$	90	\$	\$	\$
2	Hours and less	90	\$	90	\$	\$	\$
3	Hours and less	50	\$	50	\$	\$	\$
4	Hours and less	30	\$	30	\$	\$	\$
8	Hours and less	15	\$	15	\$	\$	\$
			OPTION PERIOD 1				
1	Hour or less	30	\$	30	\$	\$	\$
2	Hours and less	30	\$	30	\$	\$	\$
3	Hours and less	15	\$	15	\$	\$	\$
4	Hours and less	10	\$	10	\$	\$	\$
8	Hours and less	5	\$	5	\$	\$	\$
			OPTION PERIOD 2				
1	Hour or less	30	\$	30	\$	\$	\$
2	Hours and less	30	\$	30	\$	\$	\$
3	Hours and less	15	\$	15	\$	\$	\$
4	Hours and less	10	\$	10	\$	\$	\$
8	Hours and less	5	\$	5	\$	\$	\$
					TOTAL A x B	\$	
					TOTAL C x D		\$
TOTAL EVALUATED PRICE (A x B + C x D)							\$

ANNEX "C" - OFFER OF SERVICES

REQUEST FOR PROPOSALS 10220505:
 Live closed captioning services in English and/or French provided virtually.

<i>(To be completed by the offeror.)</i>	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Bidder's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
Integrity Provisions (as per Part 5 of the bid solicitation)	Integrity Declaration Form An Integrity declaration form must be submitted only when: <ol style="list-style-type: none"> 1. The supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offense in a country other than Canada, that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the "policy"); and/or 2. The supplier is unable to provide any of the certifications required by the Integrity Provisions <p>Click here to complete the form and instructions for its submittal.</p>

	<p>List of names for integrity verification form</p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors - Privately owned corporations must provide a list of the owners' names - Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners - Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the bid.</p>
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 -Resulting contract clauses, included in bid solicitation. 	
<p>Signature of Authorized Representative of Bidder</p>	
	<p>_____</p> <p>Signature _____ Date</p>

ANNEX "D" TASK AUTHORIZATION FORM

Contract Number – Numéro du contract		
Task Authorization (TA) No. – N° de l'autorisation de tâche (AT)		
Contractor's Name and Address - Nom et adresse de l'entrepreneur		
Original Authorization - Autorisation originale		
Total Estimated Cost of Task (taxes extra) before any revisions: Coût estimatif total de la tâche (taxes en sus) avant toutes révisions : \$ _____		
TA Revisions Previously Authorized - Révision de l'AT précédemment autorisée		
TA Revision No. N° de Révision de l'AT : # _____	Authorized Increase or Decrease (taxes extra): Augmentation ou réduction autorisée (taxes en sus) : \$ _____	
TA Revision No. N° de Révision de l'AT : # _____	Authorized Increase or Decrease (taxes extra): Augmentation ou réduction autorisée (taxes en sus) : \$ _____	
New TA Revision – Révision de l'AT nouvelle		
TA Revision No. N° de Révision de l'AT : # _____	Authorized Increase or Decrease (taxes extra): Augmentation ou réduction autorisée (taxes en sus) : \$ _____	
Total Estimated Cost of Task (taxes extra) after this revision: Coût estimatif total de la tâche (taxes en sus) après cette révision: \$ _____		

<p>Contract Security Requirements (as applicable) - exigences relatives à la sécurité (s'il y a lieu)</p> <p>This task includes security requirements. - Cette tâche comprend des exigences relatives à la sécurité:</p> <p><input checked="" type="checkbox"/> No - Non <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract - Oui. Voir l'annexe du contrat comprenant la Liste de vérification des exigences relatives à la sécurité (LVERS).</p> <p>Comments (as applicable) - Remarques (s'il y a lieu):</p>

Required Work – Travaux requis

SECTION A - Task Description of the Work required - Description de tâche des travaux requis :

Event duration held between 8:00 and 20:00 Ottawa local time. Language of Closed Captioning: English and French unless identified specifically in the Task Authorization	B FIRM ALL INCLUSIVE RATE BEFORE TAXES (in accordance with Annex B of the contract) NB: this includes the period 30 minutes of log in before each event Service is provided by one live human captioner for each language	C FIRM ALL INCLUSIVE RATE BEFORE TAXES (in accordance with Annex B of the contract) NB: this includes the period 30 minutes of log in before each event Service is provided by one live human captioner for one language and by a reliable translating system for the other
1 Hour or less	\$	\$
2 Hours and less	\$	\$
3 Hours and less	\$	\$
4 Hours and less	\$	\$
5 Hours and less	\$	\$
6 Hours and less	\$	\$
7 Hours and less	\$	\$
8 Hours and less	\$	\$
Unedited "as-is" Transcript of the Event	\$	-
TOTAL		

Name of Captioner: _____

Emergency phone contact information to contact Captioner during the event: _____

NB: This event is being held in only one language so the live Captioner must perform services in English only French only

NB: Sensitive information will be presented or discussed during the event. The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work

The Non-Disclosure Agreement will form part of the Task Authorization.

SECTION B – Applicable Basis of Payment

Limitation of Expenditure (taxes extra):
Limitation des dépenses (taxes en sus):

\$ _____

Authorization - Autorization

By signing this TA, the Project Authority and the PCH Contracting Authority certify that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet et l'autorité contractante de PCH attestent que le contenu de cette AT respecte les conditions du contrat.

Name of Technical Authority - Nom de l'autorité technique:

Signature _____ Date _____

Name of PCH Contracting Authority - Nom de l'autorité contractante de PCH :

Signature _____ Date _____

Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized to sign for the Contractor - Nom et titre de la personne autorisée à signer au nom de l'entrepreneur :

Signature _____ Date _____

ANNEX "E - NON-DISCLOSURE AGREEMENT

(to be attached to the Task Authorization if applicable)

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 Department of Canadian Heritage 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 Task Authorization associated with the TASK Authorization _____.

Name (please print)

Signature

Date