RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Health Canada / Santé Canada

Attn: Mira Abdillahi

Email: mira.abdillahi2@hc-sc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of Canada We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition à:

Agence de la santé publique du Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office - Bureau de distribution

Health Canada / Santé Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Title – Sujet	
Sign Language Video	
Solicitation No. – N° de l'invitation	Date
1000245558	August 24 2023
Solicitation Closes at 2:00PM	Time Zone
L'invitation prend fin à	Fuseau horaire
on / le :	
October 4 2023 at 2pm	
F.O.B F.A.B. Plant-Usine: ☐ Destination: ⊠	Other-Autre:
Address Enquiries to: - Adresser tou Name: Mira Abdillahi	tes questions à :
Email: mira.abdillahi2@hc-sc.gc.ca	
Telephone –: 613-941-2107	
Destination - of Goods, Services, an	
Destination – des biens, services et d	construction :
See Herein – Voir ici	
Delivery required - Livraison exigée	
See Herein – Voir ici	
Vendor/firm Name and address	
Raison sociale et adresse du fournis	seur/de l'entrepreneur
Facsimile No. – N° de télécopieur :	
Telephone No. – N° de téléphone :	
Name and title of person authorized	to sign on behalf of
Vendor/firm	
Nom et titre de la personne autorisée	à signer au nom du
fournisseur/de l'entrepreneur	
(A	
(type or print)/ (taper ou écrire en car	racteres d'imprimerie)
Signature	Doto
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements.

1.2 Accessibility

Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the *Treasury Board Contracting Policy*.

1.3 Statement of Work

The work to be performed is detailed under Annex "A" Statement of Work.

1.4 Debriefings

Bidder may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Trade Agreements

This requirement is subject to the provisions the following trade agreements:

Canadian Free Trade Agreement (CFTA)

Canada Chile Free Trade Agreement

Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

Canada Colombia Free Trade Agreement

Canada European Union Comprehensive Economic and Trade Agreement (CETA)

Canada Honduras Free Trade Agreement

Canada Korea Free Trade Agreement

North American Free Trade Agreement

Canada Panama Free Trade Agreement

Canada Peru Free Trade Agreement (CPFTA)

Canada Ukraine Free Trade Agreement (CUFTA)

World Trade Organization Agreement on Government Procurement (WTO-GPA)

Canada UK Trade Continuity Agreement (Canada UK TCA)

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (20043) incorporated by reference above is deleted in its entirety and replaced with the following:

at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

2.2 Submission of Bids

Bid must be submitted only to mira.abdillahi2@hc-sc.gc.ca, by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- 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 <u>Public Service Superannuation</u>

Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u>

Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to
the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u>

Act, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and
the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u>

Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan</u>

Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Inquiries during the solicitation period

All inquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Inquiries received after this time may not be answered.

Bidders should quote as accurately as possible the item number of the bid solicitation to which the question relates and take care to state each question in sufficient detail to enable Canada to answer it accurately. Technical inquiries that are of a proprietary nature must be clearly marked "proprietary" against each relevant item. Items marked "proprietary" will be treated with absolute discretion, except where Canada determines that the inquiry is not of a proprietary nature. In this case, Canada may revise the questions or may request the Bidder to do so, in order to eliminate their proprietary nature, and allow the transmission of the answers to all Bidders. Canada may not respond to inquiries that are not worded for distribution to all bidders.

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 *(to be updated at contract award)* .

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

2.6 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential supplier to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Supplier 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

Canada requests that bidders provide their bid in separate attachments as follows

Section I: Technical Bid – one electronic copy by email; Section II: Financial Bid – one electronic copy by email; and Section III: Certifications – one electronic copy by email.

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

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 and describe their approach, in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

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

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

4.1.1 Technical Evaluation

4.1.1.2 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below.

The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive and rated criteria will not be assessed. Each mandatory technical criterion should be addressed separately.

Number	MANDATORY TECHNICAL CRITERIA	Page Reference in the Bidder s proposal
M1	EXPERIENCE OF THE FIRM	
	The Bidder must demonstrate they have three (3) years specialized experience providing sign language accessible versions of videos within the last five (5) years.	
	To demonstrate this criterion, the Bidder must provide the following information at a minimum for each of the staffing processes:	
	a)The name of the client organization;	
	b)The number of years the Bidder's firm has specialized in the provision of sign language accessible versions of videos (LSQ and ASL)	
	c)The contact point for the client name, title, email address and telephone number; and	
	d) The start and end dates for the provision of the services.	
	RESOURCES EXPERIENCE	
M2	The Bidder must propose 4 resources that are:	
	*two (2) Certified Canadian Interpreters meeting the minimum years of experience as outlined and capable of providing Langue des signes québécoise (LSQ) ;and * two (2) Certified Canadian Interpreters meeting the minimum years of experience as outlined below and capable of providing American Sign	
	Language (ASL). The Bidder must provide detailed resumes and one (1) video sample (minimum 30 sec length) for each of the proposed interpreter (2 for LSQ and 2 for ASL).	
	Certified Canadian Interpreters	



	 Three (3) years within the last five (5) years of experience in doing sign language interpretation in LSQ and/or ASL. 	
	The Bidder must provide the following details as to how the stated experience was obtained for each of these products:	
M3	 a) Title and description of the project; b) Date and duration of the project; c) The name of the client organization (to whom the services were provided); d) A brief description of the type and scope of services provided as it relates to the criteria; e) Name of the certified interpreter who was providing sign language in the product. The Bidder must demonstrate, that they have the following capacity of recording and editing sign language videos, by providing two (2) video samples (mininum 30 sec length) (1 for LSQ and 1 for ASL) meeting the minimum years of experience as outlined 1 year of experience within the last 3 years in recording sign languages video. The Bidder must provide the following details as to how the stated experience was obtained for each of these products: f) Title and description of the project; g) Date and duration of the project; h) The name of the client organization (to whom the services were provided); 	
	 i) A brief description of the type and scope of services provided as it relates to the criteria; j) Name of the certified interpreter who was providing sign language in the product. 	

4.1.1.3 Rated Criteria

ITEM	RATED CRITERIA	Score
R1	Evaluation of the quality of the recorded and edited sign language versions of videos For the examples provided in M3, points will be allocated for each item responding to: POINTS ALLOCATION: The submission will be scored as follows:	25 pts
	Location and Background: Interpreter is filmed in a studio against a backdrop where the background is neutral rather then cluttered, to avoid visual distractions. 5 points	/5
	Lighting: Lighting allows the Interpreter to be easily seen, and free of shadows. The lighting allow for a contrast between the Interpreter and the background. 5 points	/5
	Clothing: There is a good contrast of colors between interpreters' hands and face, their clothing, and the background – are neutral, solid colors without distracting designs or patterns. 5 points	/5

	de la sante publique du Canada	
	Signing Space: The videographer ensures that the framing is sufficient to capture the Interpreter's signing space. The Interpreters' chest or waistline and above are visible as they stand in front of the camera. The interpreter should be in the centre of the frame 5 points.	/5
	Camera Settings: There isn't camera movement. Facial expressions, as well as arm and hand movements, are visible enough. Closeups and long shots aren't used. The Interpreter stands or sits as close to the camera as possible, to ensure real interaction and eye contact with their viewers. Interpreters address the camera directly. 5 points	/5
R2	For the project provided in M2 (1 video per interpreters), points will be allocated for each item responding as follows: (5 points each x 4 interpreters) Overall quality of interpreter: (5 points)	20 pts
	At a minimum, the following criteria will be evaluated: The video sample should: a) Look professional and of high quality (overall look of the setting and interpreter himself/herself)	
	Interpreter looks highly qualified and extremely professional, is wearing clothing that is very appropriate to show clear facial and hands expressions. Interpreter is not distracting (5 pts)	
	Interpreter looks somewhat qualitied and is of good professionalism. Interpreter is wearing clothing that show facial and hands expressions. Interpreter is average (3 pts)	

4.2 Basis of Selection

Highest Combined Rating of Technical Merit and Price (70%/30%)

1. To be declared responsive, a bid must:

Total minimum points :

Total maximum points

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria;
- c. obtain the required minimum points specified for each criteria for the technical evaluation, and

30pts

45

d. obtain the required minimum of 30 points points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 45points.

- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
- 5. To establish the pricing score: each responsive bidder's rate shall be averaged to determine their proposal rate for evaluation purposes which will be prorated against the lowest average rate and the ratio of 43%. The total evaluated rate is calculated as per Attachment 1 to Part 3 section 3.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 Status and Availability of Resources

A3005T (2010-08-16) Status and Availability of Resources

5.2.2.2 Education and Experience

A3010T (2010-08-16) Education and Experience

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 Security Requirements

Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting Government of Canada facilities.

Information which is to be used in the development of the contracted products, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by Health Canada/Public Health Agency of Canada and/or the Government of Canada.

No Protected or classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

6.2 Statement of Work

The work to be performed is detailed under Annex "A" Statement of Work.

6.3 Task Authorization

6.3.1 Task Authorization Process

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.

- 1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within 1 calendar day of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.2 Canada's Obligation – - Task Authorizations

B9030C (2011-05-16) Minimum Work Guarantee - All the Work - Task Authorizations

- 1. In this clause,
 - "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
 - "Minimum Contract Value" means 3%.
- 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 3.
 In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract



period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract 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 total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.4 **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/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.4.1 General Conditions

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

6.5 **Term of Contract**

6.5.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2024

6.5.2 Option to extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional of one year period 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 at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.6 Authorities

6.6.1 Contracting Authority

Name: Mira Abdillahi Telephone: (613) 941-2107

E-mail address: mira.abdillahi2@hc-sc.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.

6.6.2 Project Authority

The Project Authority for the Contract is: (to be updated at contract award)

Contact Name: Telephone: Facsimile: E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the

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

6.6.3 Contractor's Representative

Contact Name: (to be updated at contract award)

Telephone: Facsimile: E-mail address:

6.7 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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment Firm Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ (insert the amount at contract award). Customs duties are excluded 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.

6.8.2 Method of Payment as defined in the Task Authorization

H1000C (2008-05-12) Single Payment

6.9 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.
- 2. Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority and <u>p2p.invoices-factures.sc@hc-sc.gc.ca</u> for certification and payment

6.10 Attestations et renseignements supplémentaires

6.10.1 Conformité

À moins d'indication contraire, le respect continu des attestations fournies par l'entrepreneur avec sa soumission ou préalablement à l'attribution du contrat, ainsi que la coopération constante quant aux renseignements supplémentaires, sont des conditions du contrat et leur non-respect constituera un manquement de la part de l'entrepreneur. Les attestations pourront faire l'objet de vérifications par le Canada pendant toute la durée du contrat.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force (to be updated at contract award).

6.12 Priority of Documents

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

- a) the Articles of agreement;
- b) the General Conditions 2010B Professional Services Medium complexity;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Task Authorization Form; and
- f) the Contractor's bid dated _____(to be updated at contract award)

6.13 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".

ANNEX "A" - STATEMENT OF WORK

1. TITLE

Production of sign-language versions of videos

1.1. Introduction

The services of a Contractor are required to develop sign language accessible versions of videos at the direction of the Project Authority. Videos may range from 30 seconds to several minutes long, with the average length being between two and three minutes. Only certified Canadian Interpreters should be used. Videos are published on an irregular basis, ranging from 1 to 8 per month. Each video is produced in both English and French.

1.2. Objectives of the Requirement

The objectives are to Translate and record interpretations of various videos produced by, and for, Health Canada and the Public Health Agency of Canada, in both *Langue des signes québécoise* (LSQ) and *American Sign Language* (ASL) and to meet accessibliity requirements. The video recordings of the certified Canadian Interpreters will be suitable for inclusion with the English and French videos, so that both Deaf Canadians using LSQ and ASL can watch the videos simultaneously with those who are listening to the full audio versions. The video materials supplied by the Contractor will either be A) provided to the Project Authority to be combined into the existing video product, or B) will be edited by the Contractor to be included in the existing video product. Final videos will be published on the web presence for Health Canada and the Public Health Agency of Canada.

1.3. Background and Specific Scope of the Requirement

The services of a consultant are required to produce sign language videos for Health Canada Treasury Board Secretariat (TBS) has announced that as of September 1, 2022, a new policy will apply to materials produced by the Government of Canada dealing with dangers to health, safety, and the environment, and government programs and services. Videos on those topics should be made available in sign language formats serving both official languages. The Canadian Association of the Deaf recognizes *Langue des signes québécoise* (LSQ) and *American Sign Language* (ASL) as the official languages of Deaf Canadians.

The estimated number of sign language users in Canada varies from 35,370 users (Statistics Canada, 2008) to 357,000 culturally and linguistically deaf people using a sign language as their reference language (Canadian Association of the Deaf, 2015). The Canadian Association of the Deaf (CAD) is a national organization representing deaf individuals in Canada.

The languages used by Canadian deaf persons are ASL, LSQ, English and French. In the Province of Quebec, the Société Culturelle Québécoise des Sourds (SCQS) is a provincial association whose role is to preserve, promote and develop the cultural and linguistic interests of Deaf people in Quebec as well as to record, protect and promote LSQ.

LSQ uses the same digital alphabet used in ASL, and the same number system as ASL.

Generally speaking, it is assumed that English content will be used to produce American Sign Language (ASL) interpretations of videos, and French content will be used as the basis of the Langue des signes québécoise (LSQ) version.

The services of a Contractor are required to meet the specific requirements in the Treasury Board Secretariat's *Mandatory Procedures for Accessible Communications* (Draft):

Translate videos into *American Sign Language* and *Langue des signes québécoise* when informing the public about:

- 2.14.1 dangers to health, safety, and the environment; and
- 2.14.2 government programs and services.
- 2.15 Translate videos in Indigenous languages to the appropriate Indigenous sign languages when informing the public about:
 - 2.15.1 dangers to health, safety, and the environment; and
 - 2.15.2 government programs and services.
- 2.16 Provide alternate accessible formats as required; and
- 2.17 Ensure products undergo quality assurance testing for accessibility.

The services of a Contractor are required to provide accessible video formats for announcements of national significance, and will allow for post announcement materials to be published in accessible formats on the Government of Canada's web presence within 10 business days.

An additional Treasury Board requirement – "Provide *American Sign Language* and *Langue des signes québécoise* interpretations for announcements taking place in the National Press Theatre" – is not covered in the scope of this Statement of Work.

2. REQUIREMENTS

2.1. Tasks, Activities, Deliverables and/or Milestones

On an as-needed basis, the Contractor will deliver a video recording of Interpreters translating a video script into LSQ, and ASL. The video of the Interpreter will be provided in the format and manner specified by the Project Authority, within 3 business days of a video script and draft video provided to the Contractor. The video of the Interpreter will be co-ordinated to play alongside the English or French versions of the video in a synchronized manner.

The Contractor must complete the following activities and tasks. The frequency and timing of these items will be dependent upon the video production schedule at Health Canada and the Public Health Agency of Canada, as videos requiring Interpretation services may not be published on a regular schedule.

The Contractor shall:

Phase One: Pre-production planning (within two weeks from the time the contract is signed)

The Contractor will develop a plan to show how they will meet the requirements of this Contract, which include delivering high-quality professional video interpretation of videos produced by Health Canada and the Public Health Agency of Canada. This plan will include, but is not limited to:

- The location where filming the Interpreters will take place
- A list of certified Canadian Interpreters for both ASL and LSQ
- The cloud-based location where videos will be transferred
- A typical production schedule, which includes how the Contractor will verify the accuracy of the Interpretation
- Video samples of their Interpreters, so the Department can test and validate processes.

Phase one deliverables:

• Final report indicating how the above plan will be implemented.

Phase Two: Production from April 1, 2023 to March 31, 2024.

The Contractor will deliver professional video interpretation in ASL and LSQ of videos produced by Health Canada and the Public Health Agency of Canada, on an as-needed basis to be discussed.

Following the recording of the certified Canadian Interpreter, the Contractor will verify that the Health Canada/Public Health Agency of Canada final accessible video is properly synchronized, so that the Interpreter's videos play appropriately in conjunction with the English and French versions.

The Contractor will advise the Project Authority on Best Practices and techniques in order to improve production schedules and ensure synchronization between the original video and the sign language interpretation video.

Should any bidding perio be received regarding the quality of the translation into LSQ and ASL, the Contractor shall respond and provide all justification, including notes if necessary, to explain the interpretation process.

The typical production schedule will look as follows:

- The Project Authority identifies likely video projects that will require full ASL / LSQ interpretation. Timing and delivery schedule of these videos may vary due to factors beyond our control (Ministerial priorities, major health situations, etc.).
- Once a video is identified, a draft script in English will be sent to the contractor. As much advanced
 notice as possible will be given, but the minimum will be at least three days in advance of possible
 recording with the Interpreters.
- The Project Authority will supply a draft video in English to the Contractor, with as much notice as possible, but at least **two days** in advance of possible recording with the Interpreters.
- The Final scripts in English and French will be delivered by the Project Authority, at least **one day** in advance of possible recording with the Interpreters
- Final (or very close-to-final) videos in English and French, at least **one day** in advance of possible recording with the Interpreters.
- For videos to be edited by Health Canada and the Public Health Agency of Canada: Once all materials have been delivered to the Contractor, the Contractor shall have 3 business days to return the completed ASL and LSQ video versions to the Project Authority. The video will consist of the ASL or LSQ interpreter, translating the existing Departmental video, and will be the same duration as the original English or French video. The Project Authority will review the video featuring the Interpreter, and synchronize it with the existing English and French versions.
- For videos to be edited by the Contractor: On some occasions, the Contractor will be asked to record the ASL and LSQ interpretation, and include those interpretations into the final video. This arrangement will be discussed in advance. Once all materials have been delivered to the Contractor, the Contractor shall have 5 business days to return the final video components to the Project Authority. The final online video will have the original video synchronized with the ASL and LSQ versions so that Deaf Canadians can see the LSQ or ASL signed video while simultaneously watching the unsigned version.

Phase two deliverables:

- Video content of interpreters translating video content into ASL and LSQ versions, delivered electronically via cloud-based solution. Or, in cases discussed in advance, final videos with ASL and LSQ versions synchronized and edited to be included in the final Departmental videos.
- Invoices per payment schedule tied to completion of task(s).
- Contribute suggestions to the Project Authority on ways to streamline and improve future processes. overall successes, challenges and learning opportunities on the entire project.

Option year period 1 April 1 2024- March 31 2025

Similar tasks at phase 1 and 2 will be assigned by task authorization to suppliers Individual projects wll be assigned on as needed basis.

Option year period 2 April 1 2025 to March 31 2026

Similar tasks at phase 1 and 2 will be assigned by task authorization to suppliers. Individual projects wll be assigned on as needed basis.

Option period 3 April 1 2026 to March 31 2027

Similar tasks at phase 1 and 2 will be assigned by task authorization to suppliers. Individual projects wll be assigned on as needed basis.

2.2. Specifications and Standards

The contractor must Translate and record interpretations of various videos produced by, and for, Health Canada and the Public Health Agency of Canada, in both Langue des signes québécoise (LSQ) and American Sign Language (ASL). The video recordings of the certified Canadian Interpreters will be suitable for inclusion with the English and French videos, so that Deaf Canadians can see the LSQ or ASL signed video while simultaneously watching the unsigned version. The video materials supplied by the Contractor will either be A) provided to the Project Authority to be combined into the existing video product, or B) will be edited by the Contractor to be included in the existing video product. Final videos will be published on the web presence for Health Canada and the Public Health Agency of Canada.

The video content shall be developed with a professional quality level as determined by the Project Authority. The following elements should be considered when recording the Interpreters:

Location and Background: Interpreters can be filmed in a studio against a backdrop. Neutral backgrounds are better than cluttered background, to avoid visual distractions.

Lighting: Lighting conditions should ensure that the Interpreter is easily seen, and free of shadows. The lighting should allow for a contrast between the Interpreter and the background.

Clothing: There should be a good contrast of colors between interpreters' hands and face, their clothing, and the background – ideally, neutral, solid colors without distracting designs or patterns.

Signing Space: The Contractor's videographer will ensure that the framing of their shot is sufficient to capture the Interpreter's signing space. Each ASL and LSQ Interpreters' body locations and movements will differ, but in general, their chest or waistline and up are visible as they stand in front of the camera. The interpreter should be in the centre of the frame.

Distance Between the Camera and the Interpreter(s): Facial expressions, as well as arm and hand movements, are important when signing. Closeups and long shots are rarely used. The Interpreter should stand or sit as close to the camera as they can, to ensure real interaction and eye contact with their viewers. Overall, interpreters address the camera directly.

Camera Movements: Camera movements are typically avoided when filming interpreters.

Video Specifications: The final video of the Interpreters to be delivered to the Project Authority will be 1920 x 1080 resolution; MP4; recorded with the H.264 codec.

2.3. Technical, Operational and Organizational Environment

The Contractor provides the environment under which the requirements will completed. This includes the capacity to create the translated versions, the recording environment, and the ability to transfer final files to the Project Authority electronically. The Project Authority will provide to the Contractor, a reasonably complete draft version of the video in English or French for an initial review, followed by final versions in English and French, as well as scripts in English and French, and any necessary background information.

In general, the video of the Interpreters will be recorded in an environment with a simple, non-distracting background, following best practices for video production in terms of lighting and framing. Video specifications can be found in this document.

2.4. Method and Source of Acceptance

The Project Authority will review and approve the video content submitted by the Contractor, prior to final acceptance

The video content shall be developed with a professional quality level as determined by the Project Authority. The final approval of the project deliverables will be required from Health Canada, and coordinated by the Project Authority.

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

2.5. Reporting Requirements

During the contract period, the Project Authority will meet with the Contractor as needed to discuss specific video projects. Any written document will be submitted in Microsoft Word. The Contractor will, within a reasonable time, give advance notice to the Project Authority of any constraints encountered. The Contractor will submit to the Project Authority the final versions of the video interpretations within three business days of the final English and French videos being received. The Contractor will maintain all working files in English and French, which may be required to be delivered electronically to the Project Authority if requested.

The Contractor will submit written updates to the Project Authority as required, and will produce a document summarizing the projects completed every three months.

2.6. Project Management Control Procedures

The Project Authority shall:

Ensure the project is completed within the contract period and budget stated in the agreement and the quality of the work is aligned with Department guidelines on?.

maintain ongoing communication with the Contractor by telephone, e-mail, virtual or face-to-face meetings to discuss the creation of individual videos.

There will be regular meetings with the Contractor throughout the period of the contract, to review anticipated upcoming videos which will require sign language versions.

3. ADDITIONAL INFORMATION

3.1. Canada's Obligations

Canada will provide to the Contractor:

- a draft script in English, at least three days in advance of possible recording with the Interpreters;
- a draft video in English, at least two day in advance of possible recording with the Interpreters;
- final scripts in English and French, at least one day in advance of possible recording with the Interpreters;
- close-to-final videos in English and French, at least one day in advance of possible recording with the Interpreters;
- access to departmental library, government and departmental policies and procedures, etc. as needed:
- access to a staff member particularly the Project Authorities who will be available to coordinate activities; and

- - comments on draft video submissions within two (2) business days unless otherwise specified
 - other assistance as needed to complete the requirements.

3.2. **Contractor's Obligations**

In addition to the tasks, activities, deliverables and milestones outlined in Section 3.1, the Contractor shall:

- Unless otherwise specified, use its own equipment and software for the performance of this Statement of Work:
- · Work in close and frequent contact with the Project Authority and other federal departmental personnel.
- Participate in virtual or face-to-face meetings at Health Canada/Public Health Agency of Canada sites, or site of the Contractor's choice as needed;
- Immediately inform the Project Authority in writing about any impediment to the progress of the project;
- Co-ordinate and maintain communication between the Project Authority and any sub-contractor as required;
- Deliver final, edited files as well as all source and raw footage files to the Project Authority as per format(s) specified in specific Task Authorizations; and
- Respond in a timely manner to any request from the Project Authority.

3.3. Location of Work, Work site and Delivery Point

All the work associated with this contract will be conducted at a worksite of the Contractor's choice.

Language of Work

Discussion of projects may be completed in either English or French. The sign language interpretation will be completed in both Langue des signes québécoise (LSQ) and American Sign Language (ASL), as they are the official languages of Deaf Canadians. Reports and updates can be provided in either English or French. Upon completion of the project, any final reporting can be submitted to Health Canada in English or French.

4. **PROJECT SCHEDULE**

4.1. Schedule and Estimated Level of Effort (Work Breakdown Structure)

To complete the requirements, the Contractor will develop a schedule with the Project Authority that follows the sequence of activities and tasks outlined in section 3.1.

5. APPLICABLE DOCUMENTS AND GLOSSARY

5.1. **Applicable Documents**

Treasury Board Secretariat's Mandatory Procedures for Accessible Communications (Draft)

Onscreen template for Interpreters: A graphic showing how the video supplied by the Contractor will be incorporated into Health Canada and PHAC videos.

5.2. Relevant Terms, Acronyms and Glossaries

American Sign Language. Despite its name, it is the officially recognized sign language of English-speakers in Canada.

Content (Web content) (contenu Web):

Information and sensory experience to be communicated to the user by means of a user agent, including code or markup that defines the content's structure, presentation, and interactions (Source: Web Content Accessibility Guidelines (WCAG) 2.0, Appendix A: Glossary.)

Described Video:

An additional audio description that is added to an audiovisual presentation by extending the length of the original video so that there is time to add additional description of what is happening visually on-screen. This is used when the sense of the video would be lost without the additional descriptions.

LSQ:

Langue des signes québécoise. It is the officially recognized sign language of in Quebec, which is predominately French-speaking.

Government of Canada Websites and Web applications (sites Web et applications Web du gouvernement du Canada)

Websites and Web applications for which the Government of Canada is accountable.

Sign language:

A language using combinations of movements of the hands and arms, facial expressions, or body positions to convey meaning.

Sign language interpretation:

Translation of one language, generally a spoken language, into a sign language. Usually, an English video would be translated into American Sign Language (ASL), and a French video would be translated into Language signes québécoise (LSQ). However, sign languages can be independent languages that are not directly related to the spoken language(s) of the same country or region.

Success criteria (critères de succès):

For each accessibility guideline, testable success criteria are provided to allow WCAG 2.0 to be used where requirements and conformance testing are necessary such as in design specification, purchasing, regulation, and contractual agreements.

Video content provided exclusively for reuse by media for broadcast purposes (contenu vidéo fourni exclusivement pour être réutilisé et diffusé par les médias):

Video content provided exclusively for reuse by media for broadcast purposes (e.g. B-roll, etc)

The video content must be clearly identified as being provided exclusively for reuse by media for broadcast purposes.

ANNEX "B" - BASIS OF PAYMENT

Initial period: contract award to March 31 2024

PHASE #	PHASE	TASKS	COST (\$) bidder to update
1	Pre-production planning (within two weeks from the time the contract is signed)	The Contractor will develop a plan to show how they will meet the requirements of this Contract, which include delivering high-quality professional video interpretation of videos produced by Health Canada and the Public Health Agency of Canada.	
1	Pre-production planning (within two weeks from the time the contract is signed)	Contractor to provide a report how the above plan will be implemented	
2	Production	For videos to be edited by Health Canada and the Public Health Agency of Canada:, the Contractor will deliver professional video interpretation in ASL and LSQ of videos produced by Health Canada and the Public Health Agency of Canada, on an asneeded basis to be discussed	
2	Production	For videos to be edited by the Contractor: On some occasions, the Contractor will be asked to record the ASL and LSQ interpretation, and include those interpretations into the final video	

Option year period #1: April 1 2024 - March 31 2025

PHASE #	PHASE	TASKS	COST (\$) bidder to
			update



1	Pre-production planning (within two weeks from the start of the option year period)	The Contractor will develop a plan to show how they will meet the requirements of this Contract, which include delivering high-quality professional video interpretation of videos produced by Health Canada and the Public Health Agency of Canada.	
1	Pre-production planning (within two weeks from the start of the option year period)	Contractor to provide a report how the above plan will be implemented	
2	Production	For videos to be edited by Health Canada and the Public Health Agency of Canada:, the Contractor will deliver professional video interpretation in ASL and LSQ of videos produced by Health Canada and the Public Health Agency of Canada, on an asneeded basis to be discussed	
2	Production	For videos to be edited by the Contractor: On some occasions, the Contractor will be asked to record the ASL and LSQ interpretation, and include those interpretations into the final video	

Individual projects wll be assigned on as needed basis.

Option year period 2 April 1 2025 to March 31 2026

PHASE #	PHASE	TASKS	COST (\$) bidder to update
1	two weeks from	The Contractor will develop a plan to show how they will meet the requirements of this Contract, which include delivering high-quality professional video	



		intermedation of video-	
		interpretation of videos	
		produced by Health	
		Canada and the Public	
		Health Agency of	
		Canada.	
1	Pre-production	Contractor to provide a	
	planning (within	report how the above	
	two weeks from	plan will be	
	the start of the	implemented	
	option year	·	
	period)		
2	Production	For videos to be edited	
		by Health Canada and	
		the Public Health	
		Agency of Canada:,	
		the Contractor will	
		deliver professional	
		video interpretation in	
		ASL and LSQ of videos	
		produced by Health	
		Canada and the Public	
		_	
		Health Agency of	
		Canada, on an as-	
		needed basis to be	
		discussed	
2	Production	For videos to be edited	
		by the Contractor: On	
		some occasions, the	
		Contractor will be asked	
		to record the ASL and	
		LSQ interpretation, and	
		include those	
		interpretations into the	
		final video	
		include those interpretations into the	

Individual projects wll be assigned on as needed basis.

Option period 3 April 1 2026 to March 31 2027

PHASE #	PHASE	TASKS	COST (\$) bidder to update
1		how they will meet the requirements of this	



1	Pre-production planning (within two weeks from the start of the option year period)	Contractor to provide a report how the above plan will be implemented	
2	Production	For videos to be edited by Health Canada and the Public Health Agency of Canada:, the Contractor will deliver professional video interpretation in ASL and LSQ of videos produced by Health Canada and the Public Health Agency of Canada, on an asneeded basis to be discussed	
2	Production	For videos to be edited by the Contractor: On some occasions, the Contractor will be asked to record the ASL and LSQ interpretation, and include those interpretations into the final video	

Individual projects wll be assigned on as needed basis.

ANNEX "C" - TASK AUTHORIZATION (TA) FORM

Contract Number:				
Task Authorization (TA) No. / PO Number:				
TA Validity Period:	Start:	End:		
Financial Coding:				
Contractor's Name and Address				
Original Authorization				
Total Estimated Cost of Task (GST/HST extra) before revisions:	e any			
TA Revisions Previously Authorized (as applicable)				
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$			
New TA Revision (as applicable)				
TA Revision No.	Authorized Increase or Decrease (GST/HST extra):			
Total Estimated Cost of Task (GST/HST extra) after this revision:				
Contract Security Requirements (as applicable)				
This task includes security requirements.				
X No				
□Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.				

Required Work	
SECTION A - Task Description of the Work required	
SECTION B - Applicable Basis of Payment	
SECTION C - Cost Breakdown of Task	
SECTION D - Applicable Method of Payment	
Authorization	
By signing this TA, the Project Authority certifies that the contenthe Contract.	t of this TA is in accordance with
Name of Project Authority	
	Date:
Signature	Date.
Contractor's Signature	
Name and title of individual authorized to sign for the Contractor	
Traine and the or marviadal authorized to sign for the contractor	
Signature	Date