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K1A 0S5

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Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication
360 Albert St./ 360, rue Albert
12th Floor / 12ième étage
Ottawa
Ontario
K1A 0S5

Title - Sujet Transcription Services		
Solicitation No. - N° de l'invitation 86100-170005/A		Date 2019-05-30
Client Reference No. - N° de référence du client 86100-17-0005		Amendment No. - N° modif. 002
File No. - N° de dossier cy034.86100-170005	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$\$CY-034-77008		
Date of Original Request for Standing Offer		2019-05-01
Date de la demande de l'offre à commandes originale		
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-06-07		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Address Enquiries to: - Adresser toutes questions à: Stone, Caitlin		Buyer Id - Id de l'acheteur cy034
Telephone No. - N° de téléphone (343) 548-8791 ()		FAX No. - N° de FAX () -
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

QUESTION AND ANSWER SERIES 1

Part 4: Evaluation Procedures and Basis of Selection

Submitting an offer, clarifying the evaluation criteria, and the Right of First Refusal.

- Q1.** Mandatory Criteria 5 (M5) indicates that Offerors must describe their Transcriptionists' experience, and that they must have a minimum of one (1) year of experience acquired within the last five (5) years. Can Public Services and Procurement Canada (PSPC) confirm how Offerors should describe this experience in their bid submissions? Are resumes for each Transcriptionist required?
- A1.** Offerors must describe the experience of each listed Transcriptionist resource. The evaluation committee must have the ability to clearly substantiate how each proposed resource meets the requirement of one (1) year of experience within the last five (5). Offerors may do this by providing a resume, but a full resume is not required.
- Q2.** Can PSPC confirm if pricing can be submitted on a "per page rate", versus a "per word rate" as indicated in the Basis of Payment at Annex B?
- A2.** No, Offerors must submit their pricing on a per-word basis, in accordance with Annex B. Per section 4.1.3.1 of the Request for Proposal, prices submitted will be multiplied by the estimated quantities for evaluation purposes. Estimated quantities are provided on a per-word basis.
- Q3.** Are the Estimated Quantities stipulated at sub-section 4.1.3.1 of the Request for Proposal based on a per month basis or on a per year basis?
- A3.** The Estimated Quantities are at a per-word basis as indicated at the tables in sub-section 4.1.3.1.
- Q4.** Can PSPC please confirm if a firm is capable of submitting an offer for more than one level of service (Tier)?
- A4.** Yes, firms are allowed to submit an offer for more than one level of service. Work is divided into Tiers to distinguish between small, medium, and large projects. If a firm is capable of accepting all kinds of sizes of projects, and in potentially conducting multiple projects simultaneously, then they are advised to submit a bid against each of the three (3) Tiers. Firms who do not wish to take on large projects are encouraged to submit offers for Tier 1 and/or Tier 2.
- Q5.** Can PSPC please explain how I should indicate in my offer that I am capable of providing transcripts in both English and French (Streams)?
- A5.** Should the Offeror wish to submit an offer in both language streams, they must indicate so by using the table provided at Attachment 1 to Part 4: Offering for Verbatim Transcription. The Offeror must **must mark an "X" in the box(es) for the selection(s) for which they would like to be considered.** For example, in the table below, the Offeror has indicated that they would like to submit their offer for English and French projects that do not exceed 30,000 words. They do not wish to be considered for larger projects in either language.

	Stream 1: English Only	Stream 2: French Only
Tier 1 Requirements where the <i>daily transcription capacity</i> does not exceed 15,000 words.	X	X
Tier 2 Requirements where the <i>daily transcription</i>	X	X

<i>capacity</i> is greater than or equal to 15,001 words, and less than 30,000 words.		
Tier 3 Requirements where the <i>daily transcription capacity</i> is greater than or equal to 30,001 words.		

- Q6.** Our firm would like to submit an offer against multiple Tiers, but noticed that the evaluation requirements can change depending on the Tier for which we are submitting a bid (ex. Rated Criteria 3, Mandatory Criteria 5). For example, M5 references the number of required transcribers for each Tier. If an Offeror submits for Tiers, 1, 2, and 3, how many transcribers are required?
- A6.** Offerors should pay special attention to the evaluation criteria in Part 4 of the Request for Proposal (RFP) when submitting their offer. The requirements for each Tier and Stream can vary. If an Offeror is submitting a bid for more than one Tier, they must submit the higher of the number of requested resources. For example, if an Offeror submits a bid for Tier 2, and Tier 3 in English, they must submit a total of 3 transcriber resources to satisfy the mandatory requirements for Tiers 2 and 3.
- Q7.** At Rated Criteria 5 (R5), Quality Assurance, bullet (f): “Computer-aided Transcription (CAT) software” is referenced. Is CAT expected as a quality assurance measure for this type of transcription requirement? Typically CAT software would be reserved for stenography.
- A7.** Correct, CAT software is not a requirement specific to this Immigration and Refugee Board (IRB) Request for Standing Offer (RFSO). The reference has been removed in Amendment 001 to the RFSO.
- Q8.** The RFP at Part 4, sub-section 4.2, Basis of Selection, makes reference to the Right of First Refusal (RFR), can PSPC explain what is mean by the RFR and how that affects the allocation of work for suppliers who hold a Standing Offer?
- A8.** For requirements in excess of \$25,000, in accordance with sub-section 7.8.1 of the Standing Offer: “IRB must select the Standing Offer holder with the lowest price, offering services in the stream and tier when the transcription services are required.” The example below shows a potential ranking of suppliers following the evaluation of the RFSO. In this example, a requirement for Tier 1, Stream 1, will be given to the top-ranked supplier in that Tier. In this case, it is Offeror A. Should Offeror A be unable to accept the work, the requirement will pass to Offeror B. The requirement will be offered sequentially down the list of ranked suppliers until a supplier accepts the requirement. An Offeror will not be penalized for declining proposed works

Offeror Ranking:

	Stream 1: English Only	Stream 2: French Only
Tier 1 Requirements where the <i>daily transcription capacity</i> does not exceed 15,000 words.	Offeror A Offeror B Offeror D Offeror C	Offeror B Offeror A Offeror E
Tier 2 Requirements where the <i>daily transcription capacity</i> is greater than or equal to 15,001 words, and less than 30,000 words.	Offeror A Offeror B Offeror D Offeror C	Offeror B Offeror A Offeror E
Tier 3 Requirements where the <i>daily transcription capacity</i> is greater than	Offeror B Offeror A Offeror C Offeror D	Offeror E Offeror A Offeror B Offeror D

or equal to 30,001 words.		
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Part 7: The Standing Offer

The limitations of expenditure and option years.

- Q9.** Can PSPC explain the following article at Part 7, Section 7.10, Limitation of Call-ups: "Individual call-ups against the Standing Offer must not exceed \$300,000.00 (Applicable Taxes included)"?
- A9.** This is standard notation in federal contracts that can vary between requirements. It indicates that the IRB will not issue any resulting Call-Ups to Standing Offer holders that exceed a value of \$300,000 (taxes included).
- Q10.** Can PSPC explain the following article at Part 7, Section 7.6.2, Limitation of Expenditure: "Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra."?
- A10.** Once a Call-Up is eventually awarded to a holder of the Standing Offer, the applicable amount will be entered in the blank space. For example, if a Call-Up is awarded in the value of \$500.00, then the value of that Call-Up is \$500.00, and services rendered must not exceed that value. All awarded Call-Ups will have a fixed time period assigned to that specific requirement. Offerors should note that Standing Offers are not contracts, and they are awarded in the value of zero dollars (\$0.00) to successful Offerors. Call-Ups, are the contracts which result from the establishment of Standing Offers.

Annex A: The Statement of Work

Software requirements, use of FTP sites, delivery timeframes, ect.

- Q11.** Where the use of courier services are required, and the turnaround of a transcript is required in less than two-days, can PSPC confirm if the IRB will still allocate the work in accordance with the Right of First Refusal (RFR)?
- A11.** The IRB will always allocate work in the order of the RFR to the qualified Offeror with the RFR for the Tier and Stream of the required work. Should an Offeror receive a request for which they are incapable of meeting the requirements (ie. due to turnaround times, availability of resources, ect.) they are recommended and permitted to refuse the work. If work is refused, the IRB will approach the next Offeror who is qualified in the required Tier and Stream of the required work.
- Q12.** At Annex A, The Statement of Work, section 6, Contractor's Responsibility, sub-section 6.2, Scope of Work and Deliverables states: "If the use of an FTP site is not available AND the delivery requirement is within a turnaround period of two days or less, courier services MUST be used. Where courier services are used for a turnaround period of two days or less, the Contractor must be working within the city limits."

Can PSPC confirm the following:

- Can the city limits restriction be expanded to allow for Offerors to work within 200-300kms of the city limits?
 - If an Offeror's main offices are not in the designated areas of Montreal, Toronto, or Vancouver, are they required to have representatives in these cities to respond to one to two-day turnaround requirements?
- A12.** The geographic restriction in the event of a turnaround time of 2 days or less has been broadened to 300kms of the city limits of the designated delivery areas of Montreal, Toronto, or

Vancouver. This change has been reflected in the Statement of Work at Annex A as updated in Amendment 001 to the solicitation. Offerors are not required to have fully staffed offices within these limits but should have the means of securely completing all portions of the work, including Quality Assurance. Should an Offeror receive a request for which they are incapable of meeting the requirements (ie. due to turnaround times, availability of resources, ect.) they are recommended and permitted to refuse the work.

Q13. At Annex A, The Statement of Work, section 6, Contractor's Responsibility, sub-section 6.2, Scope of Work and Deliverables states: "The fees for [courier services] will be assumed by the Contractor." This contradicts the Basis of Payment, at Annex B, which indicates that courier fees will be reimbursed by the IRB. Can PSPC please confirm if courier fees are reimbursed to Contractors at-cost?

A13. Confirmed. Courier fees will be reimbursed by the IRB at-cost to Contractors as and when required. The Statement of Work at Annex A has been updated in Amendment 001 to reflect the change.

Q14. Can PSPC explain the difference between Tribunal Proceedings and Decisions from the Bench? Are they two separate transcripts that need to be done, if it was all in the same proceeding? Are they in a different format?

A14. A Tribunal Proceeding is a transcript of a full hearing. Decisions from the bench are transcripts of only the oral decision that was given at the end of the hearing.

Yes, even for the same proceeding, 2 separate transcripts (full and separate decisions) are required. This is usually for Immigration Division (ID) cases when only the decision portion is shared with the parties. For these cases (ID), a cover page is required for both transcript and decision.

The other Divisions will either request a full transcript or the decision only.

Q15. At Annex A, The Statement of Work, section 6, Contractor's Responsibility, sub-section 6.2, the Scope of Work and Deliverables states: "Time-Stamping: For requests submitted by the Refugee Appeal Division (RAD), the Contractor is required to time-stamp transcriptions at intervals of 5 minutes." As there is no listed software requirement in Annex A that provides a time-stamping function, can PSPC please specify which software is acceptable for these transcripts?

A15. The Offeror has the ability to determine which software they choose to use for the time-stamping requirement for the RAD.

Q16. Can PSPC elaborate on the requirements for Entrust 9.3 for Windows and 9.2 for Outlook? Is the actual requirement for Outlook to just to have a valid e-mail SSL certificate, or is Entrust required for the exchange or encrypted e-mails?

A16. In order to setup the Secure File Transfer Protocol (SFTP), the IRB will require suppliers to have Entrust installed. The IRB will provide each supplier with a MyKEY certificate. This will enable the IRB to create folders in which the requests and completed work can be exchanged electronically in a secure fashion. Encrypted email (Outlook) may also be required when corresponding about specific case related requests.

Q17. Can PSPC confirm if Offerors can provide their own compliant SFTP solution?

A17. IRB has an existing SFTP site in place for these requirements. In order to setup the SFTP the IRB will require suppliers to have Entrust installed. The IRB will provide each supplier with a

MyKEY certificate. This will enable the IRB to create folders in which the requests and completed work can be exchanged electronically in a secure fashion.

Q18. Annex A, The Statement of Work, section 7, Deliverables, sub-section 7.4, Quality Assurance states: "In the event the electronic file transfer system is not operational or used by the IRB, and the Contractor must use a courier service, the Contractor must provide the IRB with two (2) paper copies of the transcript of all hearings along with the original IRB authorized USB key, cassette tape, or CD-ROM where applicable." Are firms expected to always provide paper copies of transcripts?

A18. Yes, but only in the event that the electronic file system is not operational, the Contractor is expected to provide two (2) paper copies of the transcripts.

Annex G: The IT Security Requirements

Q19. At Annex G, IT Security Guide, bullet 12, it states: "Government contractual data is to be segregated from other contractual data and corporate data in a way which allows all government contractual data to be immediately security wiped upon request of the client." Can PSPC clarify the meaning of "government contractual data"? Is this intended to mean IRB contractual data?

A19. This is already in place as the SFTP is set to not allow other firms access to other folders. Firms are only able to access the folder assigned to them

Q20. At Annex G, IT Security Guide, bullet 15, states: "If it has been determined that the computer hard disk used to process or store PROTECTED information is no longer serviceable, or is to be decommissioned for any other reason the Contractor shall surrender the hard disk to IRB for destruction." Given the type of work we do or may do for other clients on our computer hardware and the security requirements of those clients, we would **not** be able to surrender any unusable or otherwise decommissioned HD/portable HD or other hard media to IRB. We currently abide by provincial disposal standards and procedures, and can provide a Certificate of Destruction of any media that has contained IRB work. Is this acceptable to meet the media destruction needs of IRB?

A20. Yes, this is acceptable.

Q21. At Annex G, IT Security Guide, bullet 17, it states: "The Contractor is liable for any damages incurred as a result of **the compromise** of any PROTECTED information." Can PSPC clarify the intent of "**compromise**"?

A21. A compromise of information could be in an instance where the information was mishandled by a non-authorized user, or where information was deleted, lost, or stolen.

END OF QUESTION AND ANSWER SERIES 1

AMENDMENT 002 IS RAISED TO UPDATE THE RATED CRITERIA, THE CALL-UP PROCEDURES, AND THE STATEMENT OF WORK. THE CHANGES ARE AS FOLLOWS:

- At Part 4, Evaluation Procedures and Basis of Selection, sub-section 4.1.2.2, Point Rated Technical Criteria; **DELETE** R5 and **REPLACE** with the following:

R5		The Offeror should describe the process they undertake to finalize the court transcripts they	Up to 18 points	
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	Quality Assurance	<p>produce.</p> <p>To demonstrate compliance with this criterion, the Offeror should provide a clear, complete and relevant description of their processes for each of the following points:</p> <p>a) Validation of grammar and spelling</p> <p>b) Conducting research for technical terms and names (as required)</p> <p>c) Validation of spelling and confirmation of dates</p> <p>d) Comparing the final document to the draft to confirm that all corrections are final</p> <p>e) Conducting a final read-through</p> <p>For each bullet point, the Offeror will be awarded points as follows:</p> <p>3 points: The description provided is clear, complete and relevant and demonstrates an understanding of the requirement</p> <p>2 points: The description is only partially clear, complete and relevant or does not fully demonstrate an understanding of the requirement</p> <p>1 point: A description provided is unclear and incomplete. Does not demonstrate an understanding of the requirement</p> <p>0 points: Not provided</p>		
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2. At Part 7, Standing Offer and Resulting Contract Clauses, sub-section 7.8, Call-Up Procedures; **DELETE** in its entirety, and **REPLACE** with the following:

7.8 Call-up Procedures

IRB will issue Call-ups against the Standing Offer, up to a maximum limit of 300,000.00 (including HST).

For each Stream and Tier, Offerors awarded a Standing Offer will be ranked by the lowest cost. **For each Stream and Tier when services are required,** the top ranked supplier offering services in that Stream and Tier will be contacted first to determine their availability for the transcript request.

Once contacted, the first Offeror will be given one (1) hour to accept the work as described within the e-mail request. The Offeror may accept the work per the terms of the e-mail request, or the Offeror may decline to complete the work. The requirement will be offered to the next ranked Offeror in case of refusal, or lack of response within the designated time frame. If there are no available Offerors in the specified Tier and Stream, the Identified User can proceed to offer the work to suppliers in other Tiers in the order of their ranking until the work is accepted.

An Offeror will not be penalized for declining the work proposed by a given e-mail request.

For example: If there is a request for work to be completed under Tier 1 in French (Stream 2), then work will be offered to the highest ranked supplier offering services under that category. Should the work be declined, the Identified User will proceed through the list of suppliers in that Tier. Should the work be refused by all suppliers, the Identified User can offer the work (in order of ranking) to Offerors in Tiers 2 and subsequently 3 until the work is accepted.

3. At Part 7, Standing Offer and Resulting Contract Clauses, sub-section 7.8.1, Contractor selection; **DELETE** in its entirety, and **REPLACE** with the following:

7.8.1 Contractor selection for requirements valued at over \$25,000 (applicable taxes included) - Selection Methodology (the Right of 1st Refusal)

IRB must select the Standing Offer holder with the lowest price, offering services in the stream and tier when the transcription services are required. If the Offeror is unable to perform the work, the Standing Offer holder with the next highest combined rating of technical merit and price, in that stream and tier, will be selected.

If the selected Standing Offer holder has already exceeded the maximum call-up limit of \$300,000.00, IRB reserves the right to either issue another call-up with the same supplier or issue another call-up with the next highest ranked Offeror on the Standing Offer list.

4. At Annex A, The Statement of Work, sub-section 6.2, Scope of Work and Deliverable; **DELETE** in its entirety, and **REPLACE** with the following:

6.2 Scope of work and Deliverables

The Contractor must deliver all work (transcription document) using encrypted electronic document, CD-ROM or IRB authorized USB key.

Time-Stamping

For requests submitted by the Refugee Appeal Division (RAD), the Contractor is required to time-stamp transcriptions at intervals of 5 minutes.

Pick-Up and Delivery

The Contractor must provide the quality of transcription required as per the "Quality of Transcription" section below.

The IRB may transfer transcription requests using encrypted electronic documents via a File Transfer Protocol (FTP) site. It is the Contractor's responsibility to collect the electronic documents for processing on a daily basis as the documents are deemed to be received the moment the files are transferred. IRB will always use FTP site where available. If an FTP site is unavailable for more than one (1) business day, IRB will require the use of courier.

If the use of an FTP site is not available AND the delivery requirement is within a turnaround period of two days or less, courier services **MUST** be used. **Where courier services are used for a turnaround period of two days or less, the Contractor must be working within 300 kilometers of the city limits. If the Offeror approached to do the work is incapable of fulfilling the requirement, then they should refuse the work.**

On an "as and when required basis" Canadian-based courier pick-up and delivery service to and from IRB offices between the hours of 8:30 a.m. and 2:00 p.m. daily, of the IRB office local time,

must be available throughout the contract period where a FTP site is not used to transmit the request and the transcript.

The following are the IRB offices and the estimated level of effort over the course of the Standing Offer period where courier pick-up and delivery services will be made depending on where the request was initiated.

City	Office Location	Language(s) of Delivery	Estimated Quantities
Montreal	Commission de l'immigration et du statut de réfugié du Canada Complexe Guy-Favreau Tour Est, 200, boul René-Lévesque Ouest Montréal, Québec H2Z 1X4	French (62%) English (38%)	45,000,000 words During the initial period of the Standing Offer
Toronto	Immigration and Refugee Board 74 Victoria Street, Suite 400 Toronto, Ontario M5C 3C7	English (98%) French (2%)	25,000,000 words During the initial period of the Standing Offer
	Reception – Immigration Division 385 Rexdale Blvd Toronto, Ontario M9W 1R9		
Vancouver	Immigration and Refugee Board Suite 1600-Library Square 300 West Georgia Street Vancouver, B.C. V6B 6C9	English (98%) French (2%)	11,250,000 words During the initial period of the Standing Offer

ALL OTHER PARTS OF THE REQUEST FOR STANDING OFFER REMAIN UNCHANGED