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Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-04-01 Heure Avancée de l'Est HAE	
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**REPORT ON COMMENTS FROM EXTERNAL SUPPLIERS IN
RESPONSE TO THE REQUEST FOR INFORMATION FROM
PUBLIC SERVICES AND PROCUREMENT CANADA (PSPC)**

AND

**QUESTIONS & ANSWERS ON THE
PARLIAMENTARY AND CONFERENCE INTERPRETATION
SERVICES IN OFFICIAL LANGUAGES**

**FOR
THE TRANSLATION BUREAU**

March 2021

Acknowledgement

Public Service and Procurement Canada (PSPC) would like to acknowledge and thank the providers /suppliers that participated in the Request for Information (RFI) for Interpretation Services in Official Languages.

The knowledge, insights and perspectives shared have assisted in understanding the issues and opportunities involved in the acquisition of Interpretation Services in Official Languages. The information collected will also assist the Crown in obtaining best value in a fair, open and competitive manner.

Disclaimer

The report should not be construed as representing decisions made by Canada or a preferred course of action that may result. The report is made available to help ensure the transparency of the procurement process and to make the findings available to interested parties.

Executive summary

A Request for Information (RFI) was published in February 2021 to solicit comments from external providers/suppliers on how to best acquire interpretation services by obtaining ideas on the proposed procurement as well as understanding the impacts that this procurement may have on industry.

The RFI closed on February 19, 2021 and Public Services and Procurement Canada (PSPC) received 35 written responses.

The responses indicate that the respondents have a good understanding of the requirements and that they possess the capacity to meet them.

This document is intended to highlight the key themes raised by the respondents. It does not necessarily represent the elements that will be included in an eventual Request for Proposal (RFP).

PSPC intends to utilize the information provided in the response to the RFI to guide its procurement strategy in order to make informed decisions and implement the best safety measures for interpreters providing distance interpretation and attract the largest number of freelance interpreters to support the Translation Bureau in fulfilling its mandate.

Background

The Translation Bureau (the Bureau) requires the services of interpreters to meet its needs for in-person and distance interpretation services on an "as and when required" basis and to support its various operational requirements for parliamentary and conference interpretation in both official languages.

The Bureau is a Special Operating Agency (SOA) within PSPC. The Bureau is responsible for supporting the Government of Canada in its efforts to serve and inform Canadians in the official language of their choice.

Introduction

In February 2021, Public Services and Procurement Canada began an engagement process with external providers/vendors regarding Interpretation Services in Official Languages. Potential service providers were asked to respond to a series of questions in order to gather information to guide our procurement strategy in order to make informed decisions and implement the best safety measures for interpreters providing distance interpretation and attract the largest number of freelance interpreters to support the Translation Bureau in fulfilling its mandate. A team of PSPC and the Translation Bureau reviewed all responses received from industry following the RFI.

The purpose of this document is to share with the industry the analysis of the responses received as well as the responses to the many questions received.

The document is divided into two parts:

- **PART A - Report:** the report comprising the analysis of responses received from industry; and
- **PART B - Questions and Answers:** Answers to industry questions submitted during the RFI.

PART A – Report

The Request for Information provided an opportunity for respondents to share their comments and information. The purpose of this report is to provide suppliers with general feedback on responses received as a result of DDR EN960-212323/A.

The responses indicate that the respondents have a good understanding of the requirements and that they possess the capacity to meet them.

This document is intended to highlight the key themes raised by the respondents. It does not necessarily represent the elements that will be included in an eventual Request for Proposal (RFP).

PSPC intends to utilize the information provided in the response to the RFI to guide its procurement strategy in order to make informed decisions and implement the best safety measures for interpreters providing distance interpretation and attract the largest number of freelance interpreters to support the Translation Bureau in fulfilling its mandate.

Specifically, PSPC asked the following 34 questions in the RFI:

GENERAL QUESTIONS

Q1 What type of structure does your organization have?

R1 Of the 35 respondents, 24 indicated being a Sole Proprietorship company, 2 indicated being an incorporated company, 1 indicated being a Limited Liability Company and 8 did not respond to the question.

Q2 Which stream of interpretation services do you offer to the Translation Bureau in official languages?

R2 Of the 35 respondents, 24 indicated offering both types of services, 4 indicated offering conference services only and 7 did not respond to the question.

Q3 Are you currently accredited for official languages interpretation services by the Translation Bureau?

R3 Of the 35 respondents, all indicated being currently accredited for official languages interpretation services by the Translation Bureau.

WORK STREAMS

Q1 Do you have any comments or suggestions to make about Stream 1 – Conference events? (Article 1.3)

R1 Of the 35 respondents, 2 indicated that the nature of the services (Conference & Parliament) are completely different, 1 indicated that in person interpreting should always be given priority over distance interpreting and that providing paper copies of documentation is also a crucial component of providing a quality service, 1 indicated that other than health & safety related to COVID, he was satisfied with the conditions at Conference, while 31 did not respond to the question.

Q2 Do you have any comments or suggestions to make about Stream 2 – Parliamentary events? (Article 1.3)

R2 Of the 35 respondents, 1 indicated that availability hours are too long and requiring freelancers to print documents received last minute adds considerable time and stress to the day, 1 indicated that Stream

2 is a major difference from Stream 1 (level of effort much higher), 1 indicated that the system that was in place that created two periods of the day (am & pm) should be kept to avoid being available for 15 hours, 1 indicated that two interpreters should not be assigned to do presentations into their B languages, while 31 did not respond to the question.

Q3 Do you have any comments or suggestions to make about the work Streams in general?

R3 Of the 35 respondents, 12 indicated that Conferences and Parliament are two different types of work with different requirements and the streams should not be blended into one and asking for one unique rate, 1 indicated that interpreters should not be responsible for the printing of documents, 1 indicated that interpreters should have the ability to choose which streams to provide services, while 21 did not respond to the question.

FINANCIAL EVALUATION AND BASIS OF SELECTION

Q1 Do you have any comments or suggestions to make about the method used for evaluation of financial submissions? (Article 4.1.2)

R1 Of the 35 respondents, 3 indicated that including the Option Period will distort the median price and Pool structure and 3 indicated that it would be unfair to combine rates for both CIS and PIS streams into one single rate, 2 indicated that only the per diem should be taken into consideration, 1 indicated that the per diem should not be a higher priority, the experience and quality should take precedence, while 26 did not respond to the question.

Q2 Do you have any comments or suggestions to make about the method of selection? (Article 4.2)

R2 Of the 35 respondents, 2 indicated that the calculation of the median should be done separately for each year, 1 indicated that the per diem should not be a higher priority, the experience and quality should take precedence.

Q3 Do you have any comments or suggestions to the definition of Pool 1 and Pool 2? (Article 4.3)

R3 Of the 35 respondents, 1 indicated that suppliers should be given incentives to offer availability for both streams, that there should be Pool 1 and Pool 2 for each stream and if Canada maintains 1 pool only, that there should be a significant escalator for PIS and the ability for contractors to set the number of PIS days per T/A or per month they are willing to accept, 1 indicated that the call for availabilities will compromise the attribution of work, 1 indicated that the per diem should not be a higher priority, the experience and quality should take precedence, while 32 did not respond to the question.

Q4 Do you have any comments or suggestions to make about the financial evaluation for Interpretation Services?

R4 Of the 35 respondents, 8 indicated that Canada should recognize the difference between CIS and PIS and not combine the streams into one pool with one rate as it will distort the median calculation, 1 indicated that the per diem should not be a higher priority, the experience and quality should take precedence, while 26 did not respond to the question.

PART 7 – RESULTING CONTRACT CLAUSES – TASK AUTHORIZATIONS

Q1 Do you have any comments or suggestions to make about the Task Authorizations Process for the attribution of work? (Article 4.3)

R1 Of the 35 respondents, 1 indicated that the attribution of work must be done according to the best fit model however, areas of expertise are not included in the list of stated criteria, while 34 did not respond to the question.

Q2 Do you have any other suggestions to make about the Task Authorizations Process for the attribution of work?

R2 Of the 35 respondents, 1 indicated that suppliers should not be forced to work in a subject in which they don't feel comfortable and that the Translation Bureau should consult suppliers with a list of common subjects to know their preference, 1 indicated that criterion 6, areas of expertise, is essential for the quality and service and not only to be considered in exceptional circumstances, while 33 did not respond to the question.

PART 7 – RESULTING CONTRACT CLAUSES – CONTRACTORS' AVAILABILITY FOR WORK

Q1 Do you have any comments or suggestions on the deadline requested by the Translation Bureau to verify the contractor's availability? (Article 7.1.3.1)

Of the 35 respondents, 9 indicated that the advance requests for availability should not cover more than one month at a time, 3 indicated that they are in agreement with the advance availability, 1 indicated replacement should be accepted as imponderables may arise; 1 indicated being in agreement as long as the suppliers have the ability to modify those availability until formal written confirmation have been received, 1 indicated that the advance requests for availability should not cover more than 2 weeks.

2 respondents indicated that it is not reasonable to request availabilities between 7:00 am to 22:00 p.m. and that plage horaires should be considered.

1 respondent indicated that when availabilities are requested on the Parliament Stream, they are aware of the type of assignment vs the Conference stream, while 17 did not respond to the question.

Q2 Do you have any other suggestions to make about the Contractor's availability for work?

Of the 35 respondents, 8 indicated that an electronic calendar should be put in place, 1 indicated that firm assignments must be offered in order for the suppliers to reserve specific dates vs long fuzzy period, 1 respondent indicated that suppliers should not be obliged to provide overtime services, 2 respondents indicated that plage horaires must be given a priority (either half day or 7 hours).

1 respondent indicated that the ½ hour sound checks have always been compensated but that it will no longer be the case if we they are required to be present for one hour of non-interpreting time including sound checks, while 22 did not respond to the question.

PART 7 – RESULTING CONTRACT CLAUSES – QUALITY INDEX AND ANNEX A – QUALITY STANDARDS

Q1 Do you have any comments or suggestions to make on the requirements to determine the Contractor's Quality Index? (Article 7.1.4)

R1 Of the 35 respondents, 6 indicated that the evaluation must be conducted by TR-4, 1 indicated that the evaluation conditions and index criteria must be clear to the freelancer and there must be a clear

process of appeal, 1 indicated that the supplier must be informed of the evaluation and that the working conditions must be optimal, particularly the sound, 2 respondents indicated that the quality index is ranked no. 5 and feels that this criteria is more important, while 25 did not respond to the question.

Q2 Do you have any other suggestions to make about the process to determine the Contractor's Quality Index?

R2 Of the 35 respondents, 1 indicated that accredited senior interpreters should be the ones assessing the quality, 2 indicated that an in-person assessment is always best as there are so many extenuating circumstances and factors outside the freelancers' control that need to be borne in mind and can best be observed and taken into consideration when the technical evaluator is also at the event and that recordings should be complementary rather than the main part of an evaluation process, while 32 did not respond to the question.

Q3 Do you have any comments of suggestions to make about the quality standards? (Annexe A – Article 6)

R3 Of the 35 respondents, 1 indicated that interpretation in person will result in better quality, 1 indicated that the Translation Bureau's accreditation exam must be maintained, with the bar at its current level, 1 indicated that the working conditions are the key for the quality of services e.g.: appropriate composition of team, respect of languages A and B, 12 hour window between one working day and the next, paper & electronic documentation provided, sound and image of good quality, good view of the room to capture body language, good lighting to be able to read, sufficient office space to be able to display one's work tools, electrical outlets, wifi, sufficient ventilation, 1 respondent indicated that the Translation Bureau must not forfeit quality standards by hiring interpreters not accredited, while 31 did not respond to the question.

Q4 Do you have any suggestions to make about improving quality standards?

Of the 35 respondents, 1 indicated that in order to attract and retain top performers, Canada needs to ensure the working conditions and compensation that they require, 4 indicated to maintain the accreditation exam, open up online staff training courses (e.g. on diplomatic English) to freelancers who are interested in taking these courses in their own time, continue to underline the importance of receiving documentation well in advance of the event not 2 minutes beforehand, bring back printed copies especially for clause-by-clause examinations, drafting of reports and motions (especially those that are presented during the meeting itself and more continuity in assignments, where possible.

1 indicated that the staff interpreters have access to specialized training which could be open to freelancers on a voluntary basis, 1 indicated that Freelancers newly offering parliamentary interpretation services on the Hill could benefit from a basic mentoring relationship with anyone already on the Hill.

1 indicated that the quality standards are related to sound quality and that the Translation Bureau should make its clients more aware of the need to wear a headset with a built-in microphone during remote interpreting meetings, particularly in the Conference Department. The following is a list of headsets that comply with ISO standards:

<https://aiic.org/company/roster/companyRosterDetails.html?companyId=11786&companyRosterId=26>

1 indicated to maintain the distinction between parliamentary and ministerial interpretation, 1 indicated that all the clauses correspond to recognized professional standards.

1 indicated that the quality standards could potentially be improved if an excellent interpreter received something more than a green light. Combining good and excellent under the green light category does absolutely nothing to encourage interpreters to constantly strive to improve their performance. A rating based on numbers 1- 10 for example would be a better option.

1 indicated that suppliers should never be forced to work into their B language, 1 indicated that the application of the best fit must always be taken into consideration, while 22 did not respond to the question.

PART 7 – RESULTING CONTRACT CLAUSES – HOURS OF INTERPRETATION

Q1 Do you have any comments or suggestions about the composition of teams and hours of interpretation for the work performed in-person? (Article 7.12.2)

R1 Of the 35 respondents, 7 indicated that the return of les plages horaires with precise hours of availability is highly recommended, 1 indicated that the team of 4 should be up to 8 hours, not simply “more than 6 hours, 2 indicated that if there is more than one event per day, time for preparation, sound tests and delays for the second or any subsequent events should be counted as hours of interpretation, 2 indicated that there should be a limit on the number of assignments per day and the number of days in a row on which there is more than one assignment, 1 indicated that it should be clearly indicate that that face-to-face interpreting remains the preferred form of conference interpreting, 1 indicated that any broadcast session, a full team of 3 interpreters should be provided, in order to avoid one member of the team being left with the bulk of the work and colleagues being forced to work into their language B, while 21 did not respond to the question.

Q2 Do you have any comments or suggestions about the composition of teams and hours of interpretation for the work performed remotely? (Article 7.12.2)

R2 Of the 35 respondents, 3 indicated that the definition of remote interpretation that relies on the number of participants in person and at a distance rather than on the time of in-person and remote interventions is inconsistent with the principle of ensuring the health and safety. Any assignment with a remote interpretation element, including hybrid assignments, must be considered a remote interpretation assignment and be associated with the staff complement for a remote interpretation assignment. The only exception to this rule would be assignments where only face-to-face participants speak and where virtual participants are in a strict listening situation with no opportunity for oral intervention. In these cases, the composition of the teams would be done in the "classic" way.

3 indicated that the proposed RFP doesn't take into consideration the team composition since it can be anticipated that the majority of events will take a hybrid form, with both face-to-face and remote participants, 2 indicated that overtime should not be required.

1 indicated that there needs to be sufficient time between assignments if you have more than one in a day but not with a massive gap of several hours as this really stretches out the working day, 1 indicated that the conditions for broadcast work performed remotely also need to apply to in-person interpretation.

1 indicated that the inclusion of the one hour on-site of non-interpreting time in the daily fee, which includes sound tests and/ or time waiting for delays without interpretation must be clarified under the RFP e.g: If the Contractor is required to arrive prior to 30 minutes before the event, such additional time qualifies as interpretation time.

1 indicated that the calculation of hours of interpretation should include the hour of non-interpreting work, so for an assignment of four hours to three interpreters, the hour in question should not be in addition to the four hours, but should be an integral part of it, while 23 did not respond to the question.

PART 7 – RESULTING CONTRACT CLAUSES – CANCELLATION / REASSIGNMENT

Q1 Do you have any comments to make about the cancellation or amendment of a call-up clause?

R1 Of the 35 respondents, 1 indicated that the areas of expertise should be added to the list of criteria at the 2nd paragraph of Article 7.14.1.

2 indicated that if the location of the new assignment is different from the original assignment and therefore involves a move that it should be taken into account in the initial assignment or the interpreter should have the option to refuse this assignment.

1 indicated that since article 7.14.3 guarantees only the remuneration for scheduled working days during the 7 intermediate calendar days following the extension, this militates in favour of an advance call for availability not exceeding four weeks, while 31 did not respond to the question.

PART 7 – RESULTING CONTRACT CLAUSES – REFUSAL OF WORK AND ADDITIONAL ASSIGNMENTS

Q1 Do you have any comments or suggestion about the refusal of work for additional assignments?

R1 Of the 35 respondents, 1 indicated that the areas of expertise should be added to the list of criteria at the 2nd paragraph of Article 7.14.1.

1 indicated that there should be a ceiling on the number of assignments per day, 1 indicated that each assignment requires preparation, sound tests, travel, potential delays etc., all of which should be credited towards interpretation hours, 1 indicated that there should be a minimum 1.5 hours of break time guaranteed between the end of one event and the beginning of travel to the next event in the case of more than one event per day, 1 indicated that travel time between locations of the events, as well as sound test and delay times must be considered as interpretation time if there is more than one event on a given day.

1 indicated that it should be possible for an interpreter to refuse an assignment (additional or the main assignment) and ask to be reassigned to a different meeting for health and safety reasons (eg shared booth, unsafe hybrid sound in press conferences), 1 indicated that the interpreter should be consulted in advance if the additional assignment(s) will automatically impose overtime on the freelancer, 1 indicated that if there is an unforeseen additional assignment and the interpreter must leave to fly back home, the TB must respect the grounds for refusal and allow the interpreter to leave, 1 indicated that the reassignment must be in the same city.

1 indicated that supplier who has just completed a very difficult session and who has one hour of time left, should not be reassigned to another session that is extended or added, especially if it may exceed the remaining time. Suppliers should not be required to accept additional work in excess of the time they have committed to or scheduled for the day's program, while 25 did not respond to the question.

INFORMATION ON TRAVEL AND LIVING EXPENSES

Q1 Do you have any comments or suggestion about the calculation used for travel and living expenses? (Annex B)

R1 Of the 35 respondents, 1 indicated that the \$50 for non-commercial accommodation has not been amended for years. It would likely save Canada money to increase this amount as in some instances contractors would select it and thus reduce hotel costs payable by Canada, 1 indicated being glad to see the clauses remain the same – they are satisfactory, while 33 did not respond to the question.

ANNEX A - STATEMENT OF WORK

Q1 Do you have any comments to make about the definitions of simultaneous interpretation, consecutive interpretation, whispered or distance interpretation?

R1 Of the 35 respondents, 18 indicated that the definition of distance interpretation is too vague and that it needed to include more details such as the number of participants and the duration of interventions made by the remote participants. Of these 18 respondents, 7 also indicated that short and long interpretation require expertise that not all interpreters possess, 6 indicated that hybrid meetings should also be defined, 6 indicated that it should be acknowledged that in-person interpretation provides higher quality service and higher safety standards for interpreters, 4 indicated that Over the Telephone Interpretation (OTI) should not be included in distance interpretation for health and quality reasons and be used only as a last resort, 3 indicated that assignments to a consecutive interpretation has to be agreed by the concerned interpreter and that interpreters should always have the right to refuse.

2 indicated that printed documents have to be available to the interpreters before they start their work, 1 indicated that consecutive interpretation should be reviewed to properly define short/long consecutive interpretations, while 14 did not respond to the question.

Q2 Do you have any comments to make about the Quality standards for professional conduct?

R2 Of the 35 respondents, 1 indicated that it should not be mandatory to stay until the end of an event if interpretation services are no longer required, 1 indicated that interpreters should be informed of their colleagues names ahead of an event in order to coordinate the preparation, while 33 did not respond to the question.

Q3 Do you have any comments to make about the Contractor's performance management?

R3 Of the 35 respondents, 1 indicated that colleagues should not be able to lodge a complaint against one another as it could lead to abuses in the context of a competitive market and that it is not stated in the proposed RFP if an interpreter that failed a second technical evaluation can eventually be reaccredited by redoing the exams, 1 indicated that technical evaluation should be performed by qualified senior interpreters, 1 indicated that the proposed RFP does not state if the sampling or spot check assessment results are divulgated to the interpreters, while 32 did not respond to the question.

ANNEX B - BASIS OF PAYMENT

Q1 Do you have any comments to make about providing a single rate for Conference Events and/or Parliamentary Events?

R1 Of the 35 respondents, 26 indicated that since SPAC recognizes Conference Events and Parliamentary Events as two different streams of work with their own characteristics and requirements, interpreters should be able to propose a different rate for each type of work as Parliamentary Events are more demanding. Of these 26 respondents, 6 also indicated that a single rate might inflate prices and distort the median used to classify interpreters in pools, 5 indicated that a single rate might cause inequality between interpreters and create an unfair procurement process for bidders and 5 indicated that a single rate will create a disincentive to work in Parliamentary Events, 2 indicated that the single rate solely benefits the Bureau as it reduces his administrative work.

1 indicated that one rate would encourage suppliers to bid on one work streams only, 1 indicated that this would add unnecessary costs to the Translation Bureau, while 7 did not respond to the question.

Q2 Do you have any concerns about providing a rate for an optional contract period (i.e. from July 1st, 2022 to June 30th, 2023) for Conference Events and/or Parliamentary Events?

R2 Of the 35 respondents, 12 indicated that considering the comments of the interpreters received by SPAC regarding the definition of distance interpreting, the composition of work teams and the uncertainty related to Covid, the rate should be limited to the first year of the contract period. Of the 12 respondents, 8 also indicated that interpreters should be able to review their rate and conditions (fees, streams, etc.) for the option year of the contract at time of renewal, 5 indicated that the extension of the contract by one year should be an option on both sides.

3 indicated that requesting a two-year rate while guaranteeing a one-year contract might distort the median. Of those 3 respondents, 2 also indicated that interpreters classified initially in the second pool should be able to review their price for the option year in order to have the opportunity to reclassify themselves.

1 indicated that interpreters should be free to change their rate at any time considering the fact that they are freelancers, 1 indicated that there should be a calculation of the median for each year of the contract and each stream of work (SPI & SIC), 1 indicated that a two year contract would exclude newly accredited interpreters from filling the ranks of the depleted interpreter's work force, 1 indicated that changing the actual basis of payment would lower the quality of interpretation and create disinterest within the work force, while 16 did not respond to the question.

Q3 Do you have any comments to make about the calculation method used to establish the fees paid to Contractors when an event extends beyond the working hours?

R3 Of the 35 respondents, 7 indicated that they were pleased to see the calculation method of the current contract replicated in the proposed RFP, of those 7 respondents, 1 indicated that there should not be an extension of work for telephone interpreting.

4 indicated that an hourly compensation for overtime should not be considered as it goes against professional standards and would reduce the quality of interpreting, 2 indicated that fees (e.g. broadcasting) should be applied not only on regular interpreting time but also on the overtime.

1 proposed a different ratio values should be attributed to each type of work i.e. in person, hybrid or distance interpreting, while 21 did not respond to the question.

Q4 Do you have comments to make about the compensation given to Contractor's for the extension of work?

R4 Of the 35 respondents, 4 indicated that the proposal from SPAC is fair as it respects the actual format, 2 indicated that the responsibility to inform the project authority before the start of overtime should not fall under the interpreter's responsibility as it might be difficult or impossible to do so, 2 indicated that overtime rate should be calculated over the inflated daily rate when a fee applies, 2 indicates that going to an hourly rate model would go against the profession standards.

1 indicated that overtime should be charged at the daily rate whatever the amount of time worked in overtime and that it would be a great way to reduce administrative burden, 1 indicated that the triggering of overtime on the first minute of the extended period of work goes against the profession standards which usually gives a grace period of 10-15 minutes. However, the imposition of an unpaid hour for preparation incentives the cancellation of this courtesy.

1 indicated that overtime should be on a voluntary basis only especially in cases of distance interpreting in order to avoid cumulative fatigue and health issues, 1 indicated that overtime should be on a voluntary basis as mandatory overtime would decrease the quality of interpreting and availability of interpreters to accept further work, 1 indicated that daily rates should be maintained as a switch to hourly rates would erode the quality of interpretation and push interpreters to retirement, 1 indicated that the current format encourages clients to start and finish on time.

1 indicated that his response was comprised at Q2, 1 indicated that his response was comprised in Q3, 1 indicated that his response was comprised at Q2 and Q3, while 16 did not respond to the question.

Q5 Do you have any other suggestions to make about the Annex B – Basis of Payment?

R5 Of the 35 respondents, 5 indicated that the re-establishment of the broadcasting fee is great as it helps reduce unnecessary fees that would have been incorporated in the single rate at all time otherwise, of those 5 respondents, 2 indicated that interpretation in team of two should not be broadcasted in order to keep the quality of the interpretation work.

2 indicated that it should be the responsibility of the project authority to monitor the spending against a contract as it get closer to 75% of the contract value and that It should not be the responsibility of the interpreter to do so and what the consequences are if an interpreter fails to monitor the value of his contract properly.

1 indicated that the proposed method was the right one, 1 indicated that the median should be calculated separately for each year, 1 indicated that the escalator for broadcast should also mention webcast.

1 indicate that irrelevant requirements such as “FOB destination” should be remove as they are not freelance work related and add unnecessary complexity to the contract, while 24 did not respond to the question.

ANNEX E - MANDATORY TECHNICAL EVALUATION CRITERIA

Q1 Do you think you can meet the mandatory technical evaluation criteria to qualify under Stream A – Conference events and/or Stream B – Parliamentary events?

R1 Of the 35 respondents, 19 indicated “yes”, while 16 did not respond to the question.

Q2 Do you have any comments or suggestions to make about the mandatory criteria?

R2 Of the 35 respondents, 2 indicated that it is important to preserve high standards in the profession by maintaining the accreditation criteria, 1 indicated that the accreditation, the Translation Bureau’s evaluation and the years of experience should replace the requested documentation, 1 indicated that the mandatory criteria must be maintained as it is a requirement embedded in the Official Language Act.

1 indicated that TR-4 should proceed with the technical evaluations instead of TR-03. The Translation Bureau should not evaluate the interpreters during virtual events as the low quality of the sound prevent the interpreters from doing their work properly, 2 indicated that even if they have been working for the bureau for multiples years, they do not have proof of their accreditation, while 28 did not respond to the question.

OTHER COMMENTS OR SUGGESTIONS

Q1 Do you have any other comments or suggestions to make about the draft RFP?

R1 Of the 35 respondents, 6 indicated that it should be the responsibility of the client to print the documentation necessary for interpreters to accomplish their work. For interpreters, the use of the documentation in an electronic format complicates their work. Having to work on a voluminous documentation electronically is difficult and inconvenient. Moreover, documents are sometimes modified without notice just before the start of a meeting. Failing to provide printed documents to interpreters would lower the interpretation quality and rise interpreting costs, 2 indicated that interpreters should be provided with an access to a printer in order to print the documentation necessary to accomplish their work, 2 indicated that no information was provided regarding the make, model or specific type of electronic device required by interpreters to do their job in a paperless environment.

3 indicated that sound tests should be accounted for actual work time as interpreters are in their booths working and exposed to low quality sound, 1 indicated that it is unclear how much time an interpreter must present himself before the start of an event/meeting.

2 indicated that requiring the interpreters to hold a Secret or Top Secret security clearance for parliamentary services might reduce drastically the pool of interpreters available for parliamentary work as many of them are actually doing this type of work without having the Secret or Top Secret security requirement. Most parliamentary work is public and therefore do not requires having a high security clearance, 1 indicated that when Parliamentary is prorogued, TB should cancel the TA for all cancelled parliamentary events and interpreters should be paid for the work days scheduled within the next 7 seven days after the prorogation, 1 indicated that by implementing a morning and evening shift for Parliamentary Interpretation the Translation Bureau should also take into consideration that out-of-towners start their first day on the second shift and end their assignment on the first shift of the day in order to allow them to travel back home on the same day and save on travel costs, 1 indicated that a return to shifts for the Parliamentary Interpretation will be necessary to attract more interpreters to offer the service once the pandemic will be over.

1 indicated that in-person interpreting should always be the preferred method of work, 1 indicated that the 12 hours break between two days of work is essential, 1 indicated that the proposed RFP needs to take into account the differences in the interpretation services across Canada as in certain parts of the country interpreters are comfortable enough to work as easily in English or French without compromising the quality of the interpretation.

3 indicated that the proposed RFP should be simplified as it is hard to understand, contains contradictions and too much legalese, 2 indicated that it is great that PSPC had the initiative to consult the interpreters in the development of this new procurement process, 2 indicated that the Summary Table of Changes was particularly useful, 2 indicated that there is grammar and spelling errors throughout the RFP, 1 indicated that the second paragraph of PART 2 – BIDDER INSTRUCTIONS; 2.1 Standard Instructions, Clauses and Conditions of the RFP should contain certain conditions regarding the health and safety of interpreters, 1 indicated that articles 7.10.1 (b) and (c) were confusing because of the terminology used, 1 indicated that hyperlinks in the RFP are broken and that it should be fixed, 1 indicated that Annex H was a great addition.

3 indicated that help might be required in order to fully understand the Postel system which is now required to submit bids, 3 indicated that submitting a bid by Fax/Email should be allowed, 3 indicated that it should be the responsibility of the Contract Authority to monitor the spending against the contract value as it get closer to 75% and not the interpreter's responsibility, 1 indicated that it is not clear if it is the responsibility of the interpreter to attach a signed Task Authorization (TA) with the invoice, 1 indicated that the need to send a CV for each proposed resources while being already accredited by the Translation Bureau should not be mandatory.

ATTACHMENT C – PRICING MODELS INFORMATION

Q1 Please indicate your pricing model for regular interpretation hours

R1 Of the 35 respondents, 12 indicated that a daily rate is their pricing model. Of those 12 respondents, 3 indicated that they also add fees to their daily rate based on the nature of the work (e.g. broadcasting, travel, consecutive interpreting, etc.), 3 indicated that the daily rate is the privileged pricing model internationally and in the private sector, 2 indicated that an hourly fee would be unacceptable. 23 respondents did not respond to the question.

Q2 Please indicate your pricing model for the extension of the work

R2 Of the 35 respondents, 5 indicated that their pricing model follows the model used in the actual contract, 3 indicated that the model in the proposed RFP is acceptable, 2 indicated that a full daily rate or half daily rate is their pricing model depending on the length of the extension of work.

1 indicated that with a team of 2 or 3 interpreters, an extension of less than 1 hour is 1/3 of the daily rate, between one 1 and 2 hours is 1/2 of the daily rate and more than two hours is twice (2X) the daily rate, 1 indicated that interpreters requested to do overtime in an understaffed team should receive the daily rate of the missing interpreter(s), while 23 did not respond to the question.

PART B - Questions and Answers (Q&A)

PART B - Questions and Answers (Q&A) is intended to provide additional information to answer questions received from suppliers who responded to the RFI, as well as questions that were generated by contractors during the Industry Information Day which took place on February 17, 2021.

The questions and answers have been grouped * into categories by topic and similar questions have been combined together to avoid repetitions:

- RFP process / General questions
- Part 7 - Resulting Contract Clauses
- Annex A - Statement of Work
- Annex B – Basis of payment; and
- Annex E - Technical Assessment.

RFP Process / General Questions		
No.	QUESTIONS	ANSWERS
1.	When will the Request for Proposals be posted on Buyandsell.gc.ca?	The Request for Proposal (RFP) will be posted on Buyandsell.gc.ca in April 2021.
2.	Given that contracts can be renewed beyond their initial term and, as a result, the next procurement process for interpretation services may only be in a few years, how will newly accredited interpreters be able to obtain a contract before a new procurement process is initiated?	Newly accredited interpreters will not be able to offer their services under this contract. They must wait for a new procurement process to be launched.
3.	Is it possible to amend clauses that have been developed by your legal services to add elements referring to the physical and mental health of interpreters?	Canada does not intend to amend the clauses that have been developed in partnership with its legal services. However, the Bureau is attentive to interpreters' working conditions and concerned about their well-being.
4.	What is the difference in terms of the administrative burden of a spot contract versus a contract with task authorization?	The procurement process to be used is determined based on need and its specific requirements. With respect to the Bureau's need for interpretation services, PSPC determined that a contract with task authorization was the ideal and most effective tool for meeting that need. It should be noted that individual contracts are much more cumbersome in an administrative sense because a contract must be issued for each event, and everything has to be coordinated among all the parties involved. The increased administrative burden associated with individual contracts is precisely one of the reasons contracts with task authorization are preferred for the current need. Contracts with task authorization mean a smoother and simpler process for Canada and its suppliers.
5.	What is the vendor performance corrective measure assessment?	If a contract is cancelled because the supplier failed to meet its obligations, Canada may apply a vendor assessment measure to identify the source of the problem. The results of that assessment will be added

RFP Process / General Questions		
No.	QUESTIONS	ANSWERS
		to the supplier's file and may lead to penalties that could limit the supplier's ability to bid on future Government of Canada procurement processes. This is a general policy that applies to all of Canada's procurement processes.
6.	What about the six guiding principles that were agreed upon to develop the first version of an open contract?	The six guiding principles still apply.
7.	Working in-person is the method of choice to exercise our profession if we want to maintain the quality of our work. Remote interpretation is nonetheless a practical option in many respects. But shouldn't the line be drawn somewhere with respect to the number of participants? For example, if a trainer gives a day-long workshop and they are the only remote participant, interpreters will be just as fatigued as when all the participants are remote.	Since the contract will be in place for one or two years, the definition was designed to be broad enough to cover a variety of situations that may arise before June 30, 2023. Nothing in the contract definition would prevent the Translation Bureau from exercising its judgment based on the information at its disposal in assigning work. For the example cited above (one main speaker connected virtually), the Bureau would take this into consideration when assigning work. The Bureau will monitor trends and changes in this area and may propose an adjustment to the definition if changes in the distance interpretation environment warrant it.
8.	Since these two interpretation services have in fact always been distinct and different in the past, how does PSPC justify requiring that suppliers wishing to bid for both services only submit a single rate?	One of the guiding principles that were agreed upon with the community of freelance interpreters in 2017, is to simplify the administrative procedures in order to benefit both freelancers and the Translation Bureau. Furthermore, the Translation Bureau has one single accreditation process and considers interpretation services provided in the booth to be comparable. Work varies in effort and difficulty based on many factors, including the degree of familiarity of freelancers with the topic, the style and speed of delivery of speakers, the level of technicality of the event, these factors apply both to Parliamentary and Conference events.
9.	How does PSPC justify the competitive distortions for all bidders that such a practice will inevitably create in the results of the future RFP? Under the laws and rules governing the procurement of government goods and services, the RFP is supposed to be just and fair for all bidders.	<p>The RFP is a competitive procurement method that allows all interested bidders to bid in a just and fair manner. Each bidder will be evaluated based on the same requirements and criteria as defined in the RFP.</p> <p>One of the guiding principles that were agreed upon with the community of freelance interpreters in 2017, is to simplify the administrative procedures in order to benefit both freelancers and the Translation Bureau. Furthermore, the Translation Bureau has one single accreditation process and considers interpretation services provided in the booth to be comparable. Work varies in effort and difficulty based on many factors, including the degree of familiarity of freelancers with the topic, the style and speed of delivery of speakers, the level of technicality of the event, these factors apply both to Parliamentary and Conference events.</p>

RFP Process / General Questions		
No.	QUESTIONS	ANSWERS
10.	How will PSPC be able to justify such a fundamentally unfair tender process to the Office of the Procurement Ombudsman?	<p>One of the guiding principles that were agreed upon with the community of freelance interpreters in 2017, is to simplify the administrative procedures in order to benefit both freelancers and the Translation Bureau. Furthermore, the Translation Bureau has one single accreditation process and considers interpretation services provided in the booth to be comparable. Work varies in effort and difficulty based on many factors, including the degree of familiarity of freelancers with the topic, the style and speed of delivery of speakers, the level of technicality of the event, these factors apply both to Parliamentary and Conference events.</p> <p>Suppliers may also refer to Article 2.8, Bid Challenge and Recourse Mechanisms, in the Draft Request for Proposal if they have concerns about the future solicitation process for Interpretation Services.</p>
11.	<p>Article 1.3 Overview of the Bid Evaluation Process If a supplier is only bidding for the conference interpretation component, could it receive spot job offers for the parliamentary interpretation component?</p>	Spot job offers cannot be issued against the contract awarded under the Request for Proposals (EN960-212323/C). The decision to issue spot job offers for conference interpretation services is the responsibility of the Bureau, not PSPC. A new contract must be awarded to the supplier for spot job offers.
12.	<p>Article 1.3 Overview of the Bid Evaluation Process If a supplier is only bidding for the parliamentary interpretation component, could it receive spot job offers for the conference interpretation component?</p>	Spot job offers cannot be issued against the contract awarded under the Request for Proposals (EN960-212323/C). The decision to issue spot job offers for parliamentary interpretation services is the responsibility of the Bureau, not PSPC. A new contract must be awarded to the supplier for spot job offers.
13.	<p>Article 1.3 Overview of the Bid Evaluation Process Can a contractor who has only bid for one stream but not both refuse a reassignment to a stream for which it has not bid?</p>	Yes. Under the contract, the Bureau cannot assign work to a contractor in a stream for which the contractor did not bid.
14.	<p>Article 1.7 Canadian Content What is the definition of an individual based in Canada?</p>	It is an individual whose primary address is in Canada.
15.	<p>Article 1.7 Canadian Content Does the fact that you are only asking that 80% of individuals in a company offering interpretation services be based in Canada not open the door to hiring foreign workers?</p>	A company with 80% of its workforce based in Canada can in fact hire 20% of its workforce outside the country. Interpreters based abroad must still be accredited by the Bureau.
16.	<p>Articles 1.9, Epost Connect I do not agree with the requirement that we use Epost Connect services for submitting our bid.</p> <p>Pouvons-nous également l'envoyer par courrier ordinaire, fax ou e-mail?</p>	<p>We have noted your disagreement. Unfortunately, we will only accept bids submitted electronically using Epost Connect.</p> <p>Canada has switched to Epost Connect since the pandemic because government employees are teleworking. This ensures that bids are delivered to contracting authorities in a timely manner and that</p>

RFP Process / General Questions		
No.	QUESTIONS	ANSWERS
		technical bids are distributed to evaluation team members in a safe and effective manner.
17.	Articles 1.9, Epost Connect Is Canada providing training on Epost Connect?	No training is offered; however, the technical support team specializing in the Epost Connect system is available to help you if needed. For any questions, or to open an Epost Connect account, please visit the following page: https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page In the current health situation Epost is the ideal way for everyone to send and receive bids. The system is easy to use and is fully adapted to the current work environment
18.	Articles 1.9, Epost Connect Is it free to create an Epost account?	Yes, creating an Epost account to submit bids to Canada with the PSPC Bid Receiving Unit is free.
19.	Article 2.1 Standard Instructions, Clauses and Conditions What are you referring to when you replace 60 days with 180 days?	Subsection 5.4 of the 2003 Standard Instructions is related to the validity of bids. It mentions 60 days. The Standard Instructions have been amended to extend the validity of bidders' bids to 180 days to allow the evaluation committee to complete evaluations and award contracts without being late.
20.	Article 2.1 Standard Instructions, Clauses and Conditions Some clauses seem pointless. One example is the one that extends the validity of bids from 60 days to 180 days after the closing date of the bidding process when you state yourselves that contracts should be awarded within 60 days of receipt of the bids. Why not remove the clause extending the validity of bids to 180 days after the close of the bidding process if you plan to award contracts within 60 days?	Our solicitation documents are developed from templates created by our legal services. They are procurement standards that apply to most of our procurement processes. This clause is included to protect both Canada and bidders in the event of unforeseen and unintentional delays in awarding contracts beyond the normally required 60 days. After 60 days, bids become invalid and, without the agreement of bidders, their validity cannot be extended. In the event of a refusal, the tendering process would need to be repeated, which would further delay the awarding of contracts to interpreters.
21.	Article 2.1 Standard Instructions, Clauses and Conditions Since a satisfactory answer wasn't provided during the Webex meeting, I'd like to ask it again in a different way: Why not add "as long as their health and safety are not compromised" after : "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."	This clause was drafted in partnership with Public Services and Procurement Canada, and Canada has no intention of amending it. The Translation Bureau always remains attentive to interpreters' concerns about their working conditions and their health and safety, and will do everything in its power to ensure their well-being.
22.	Article 4.1.2 Financial Evaluation The median will be calculated using the median function in Microsoft Excel. A median is the middle bid in a set of	The sentence "When an even number of technically responsive bids have been determined, an average of the middle 2 rates will be used to calculate the median" refers to how the median will be calculated if it is

RFP Process / General Questions		
No.	QUESTIONS	ANSWERS
	<p>bids whereby half of the bids are greater and half are lower. What does the following sentence mean?</p> <p>When an even number of technically responsive bids have been determined, an average of the middle 2 rates will be used to calculate the median.</p>	<p>calculated based on an even number of values. A median is a value in the middle of a series of numbers. If there is a series of numbers with an even number of values, the two values in the middle are used to calculate their average and to create the median number. For example, in the sequence of numbers “4, 10, 16, 18, 20, 26, 80, 90,” the median value would be 19, the average of 18 and 20.</p>
23.	<p>Article 4.2 Basis of Selection Can understand why the highest bidders would be assigned to group 2 for economy reasons, but why are bidders 20% below the median relegated to group 2 as well?</p>	<p>Prices that are 20% below the median are considered to be abnormally low and not representative of the actual price for interpretation services and may result in a lower quality of work. A median of around 20% therefore allows for proportionate prices that are neither too high nor too low and ensures stability in market prices.</p>
24.	<p>Article 4.3 Definition of Pools What happens to interpreters in the second pool?</p>	<p>All bidders whose bid meets the requirements of the RFP will be awarded a contract. As stated in Article 7.1.3 of the preliminary RFP, the Bureau will assign work to contractors on the basis of the best-fit model and the following criteria:</p> <ol style="list-style-type: none"> 1. Language profile; 2. Security clearance; 3. Professional domicile and location of work; 4. Availability; and 5. Quality index <p>The Translation Bureau will apply the initial criteria to Pool 1 and, if no contractors from Pool 1 meet the criteria, it will apply the same criteria to Pool 2.</p>
25.	<p>Article 4.4 Debriefings This article provides for 10 working days to request a debriefing, yet Article 1.11, Debriefings, provides for 15 working days to request a debriefing. Which of these is correct?</p>	<p>The 15-day time limit is correct, and we will ensure that the Debriefings article appears only once in the RFP in the appropriate place.</p>

Part 7 – Resulting Contract Clauses		
No.	QUESTIONS	ANSWERS
26.	Article 7.1.2 Task Authorization Process Why is it the Contractor's problem if the TA is not provided in a timely fashion?	There are missing details to respond appropriately to the question. However, a TA is a structured administrative tool enabling the Translation Bureau to authorize work by a contractor on an "as and when requested" basis in accordance with the conditions of the contract. TAs are not individual contracts.
27.	Article 7.1.2 (b) Task Authorization Process How can Task Authorization for PIS provide "details of activities and schedule" for PIS when events are assigned on a daily basis and only disclosed the night before the event whereas the TA is due in advance and covers up to 2 weeks of work?	For Parliament, the common practice is for the Translation Bureau to provide the dates for which services are confirmed, but not details of meetings or the schedule for the day in the Task Authorization as is often done at Conferences.
28.	Article 7.1.3 Task Authorization – Attribution of Work Where it states that Canada may meet its interpretation needs by other means, is this still referring to the pools of accredited interpreters or could Canada acquire interpreters from outside these pools?	As stated in Article 7.1.3 of the preliminary RFP, "If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means." In this case, Canada could launch other requests for proposals outside the existing contractual framework for interpretation services to meet its need.
29.	Article 7.1.3 Task Authorization – Attribution of Work Why does 7.1.3 Task Authorization now refer to 'location of work' as well as 'professional domicile'?	Location in the prior open contract referred to the location of work, since freelancers closest to the work would be selected in priority. This is a slight change in wording since both the location of work and the professional domicile are factors in assigning work.
30.	Article 7.1.3 Task Authorization – Attribution of Work Why is criteria #6, Interpreter's competencies, only considered in exceptional circumstances under 7.1.3?	Most assignments do not require specialized experience. When it is the case that specialized expertise is requested, the Translation Bureau will direct work to freelancers who fit the criteria identified.
31.	Article 7.1.3 Task Authorization – Attribution of Work Quality is the 5th criteria; does that mean it's 5th in importance? If yes, it implies that quality is not a priority for the TB, particularly since the 6th criteria, Interpreter's competencies, is not considered unless there are exceptional circumstances.	The attribution of work criteria were determined with the freelance interpreter community during a full-day facilitated session in October 2018. For general assignments that do not require specialized knowledge or experience, the quality is considered after language combination, security clearance, professional domicile and availability. All interpreters accredited by the Translation Bureau are considered fully capable to provide quality service under the working conditions specified in the RFP.
32.	Article 7.1.3 Task Authorization – Attribution of Work I noticed that the quality index is ranked 5th in the list of criteria. Shouldn't it be ranked higher? Is the quality index assessed only during technical evaluations?	The attribution of work criteria were determined with the freelance interpreter community during a full-day facilitated session in October 2018. For general assignments that do not require specialized knowledge or experience, the quality is considered after language combination, security clearance, professional domicile and availability. All interpreters accredited by the Translation Bureau are considered fully capable to provide quality service under the working conditions specified in the RFP.

Part 7 – Resulting Contract Clauses		
No.	QUESTIONS	ANSWERS
33.	Article 7.1.3 Task Authorization – Attribution of Work How does the rotation work, then?	The rotation list is used when more than one freelancer meets the selection criteria and is available to work. Canada offers work to the freelancer(s) at the top of the list. Whether they accept the work or decline it, they will move to the bottom of the list, unless they had already specified they were unavailable.
34.	Article 7.1.3 Task Authorization – Attribution of Work Are they automatically assigned to the second pool?	There are missing details to respond appropriately to the question. However, the second pool is only used when there are no freelancers available in pool one.
35.	Article 7.1.3 Task Authorization – Attribution of Work How would the Rotation System work in an Advance Availability system?	For all attribution of work, the Translation Bureau assesses the best fit criteria and uses the rotation list if needed, based on all resources that have provided their availability.
36.	Article 7.1.3 Task Authorization – Attribution of Work Rotation process: Work Attribution Rotation System: You say a contractor goes to the bottom of the list after being selected. How do you define “selected”: is this when a contractor accepts an offer or work, or only when work is offered --regardless of whether the work is accepted by the contractor?	Selected means the freelancer is offered work. Whether they accept the work or decline it, they will move to the bottom of the list, unless they had already specified they were unavailable.
37.	Article 7.1.3 Task Authorization – Attribution of Work Rotation process: Is ‘work’ calculated based on length of assignment or only on the fact that an assignment is being offered? I.E. if Freelancer A is offered a one-day contract, and Freelancer B is offered a five-day contract, is the total number of days calculated at some point in the Rotation System?	The number of days is not taken into account in the rotation system. The rotation list is used every time an assignment (a few hours to a few days) is offered when more than one freelancer meets the best fit criteria.
38.	Article 7.1.3 Task Authorization – Attribution of Work How does the Rotation System apply to Pool 2? If an interpreter in Pool 1 has a Red or Yellow rating, is that interpreter recruited before or after interpreters in Pool 2 with Green ratings?	Work is assigned to pool 2 after pool 1 interpreters have been offered work. Each pool has its own rotation list and the rotation is done in the same way for both pools, i.e. after being selected and offered work through the rotation system, the contractor will be placed at the bottom of the list. The attribution of work criteria were determined with the freelance interpreter community during a full-day facilitated session in October 2018. For general assignments that do not require specialized knowledge or experience, quality is considered after language combination, security clearance, professional domicile and availability.
39.	Article 7.1.3 Task Authorization – Attribution of Work You have said that work will be assigned according to the Pools first, quality evaluations second, and you gave the example that a Pool 1 freelancer with a yellow rating would be given work before a Pool 2 freelancer with a	A Pool 1 Contractor with a yellow rating would be given work before a Pool 2 Contractor with a green rating. Contractors with a yellow or red rating cannot be given priority when assigning work, subject to the discretion of the Project Authority.

Part 7 – Resulting Contract Clauses		
No.	QUESTIONS	ANSWERS
	green rating. How does that reflect the Bureau's quality agenda if you are knowingly sending a client a freelancer who has proven to provide unsatisfactory work?	The attribution of work criteria were determined with the freelance interpreter community during a full-day facilitated session in October 2018.
40.	<p>Article 7.1.3 Task Authorization – Attribution of Work</p> <p>My concern is that the request for availability will compromise transparency in the process of assigning work. For instance, how is it that an interpreter in Pool 1 with a yellow rating could have precedence over an interpreter in Pool 2 with a green rating?</p>	A Pool 1 Contractor with a yellow rating would be given work before a Pool 2 Contractor with a green rating. Les entrepreneurs dont la cote est jaune ou rouge peuvent ne pas recevoir de travaux en priorité, à la discrétion de l'autorité de projet. The attribution of work criteria were determined with the freelance interpreter community during a full-day facilitated session in October 2018.
41.	<p>Article 7.1.3.1 Request for Availability</p> <p>What about the obligation (in the RFI) for contractors to accept all work on the days they have offered--for example, will you be removing the obligation to accept Consecutive assignments?</p>	Freelancers are not obligated to accept assignments in consecutive mode. Consecutive mode assignments are infrequent and freelancers will be consulted before being assigned in consecutive. Regarding reassignments, the proposed RFP reads: the Bureau may reassign the Contractors to an event (or events), if needed, while respecting the criteria (linguistic profile, security clearance (if applicable), professional address, length of the event (in days) and the mode of interpretation) of the original event.
42.	<p>Article 7.1.3.1 Request for Availability</p> <p>Can we refuse consecutive interpretation due to social distancing rules? We may be too far from the speakers.</p>	Freelancers can refuse assignments in consecutive mode.
43.	<p>Article 7.1.3.1 Request for Availability</p> <p>Eight weeks seems like a long time to me; 4-6 weeks seems more reasonable. The pandemic is still ongoing, the end is not clearly in sight, and this has taught us that it's risky to commit long term when health and/or hearing problems occur unexpectedly. Since we are responsible for finding a replacement ourselves in case of any issues, I'm reluctant to commit for 2 months. Perhaps I've misunderstood? Is it that I can be asked 8 weeks in advance, which includes 2 weeks for communication and availability assessment, and the available period only extends to a maximum of 6 weeks?</p>	The Translation Bureau will seek freelancer availability over a period of 4 weeks but does so 4 weeks in advance. The availability call sent on March 1st covers the whole month of April, for example.
44.	<p>Article 7.1.3.1 Request for Availability</p> <p>Do you have any comments or suggestions on the deadline requested by the Translation Bureau to verify the contractor's availability? (Article 7.1.3.1)</p> <p>Comments: Works for me; lets us plan our schedules better.</p> <p>But what do you propose in the event of an unavoidable absence (ex: illness, change in family responsibilities, etc.)? I see nothing about it in the RFI.</p>	As with the last 2 open contracts and per the certification at article 3. Status and Availability of Resources, the freelancer is responsible for finding a replacement if they are no longer able to provide services initially agreed to. Freelancers can always contact the project authority, if there are events beyond their control preventing them from finding a replacement.

Part 7 – Resulting Contract Clauses		
No.	QUESTIONS	ANSWERS
45.	Article 7.1.4 Quality Index What is TB's criteria for selecting their evaluators? Who will be entrusted with evaluation?	The Translation Bureau uses qualified staff interpreters to conduct technical evaluations. The Translation Bureau does not use contractors to conduct technical evaluations.
46.	Article 7.1.4 Quality Index Who are the Bureau's evaluators? Will they be TR-04s who can assess and understand working conditions for both services (CIS and PIS)? Or could they be TR-03s who are trained to conduct evaluations and do not necessarily have the required experience and knowledge?	The Translation Bureau uses qualified staff interpreters to conduct technical evaluations of freelancers. The Translation Bureau has no intent of using contractors to conduct technical evaluations.
47.	Article 7.1.4 Quality Index I agree there needs to be some sort of system to evaluate our work, but I think the key question is who is doing the evaluating?	The Translation Bureau uses qualified staff interpreters to conduct technical evaluations. The Translation Bureau has no intent of using contractors to conduct technical evaluations.
48.	Article 7.1.5 Limit of task authorizations Do the interpreters themselves send a copy of each TA to the contracting authority?	Yes, you must send a copy of each TA to the Contracting Authority when you submit your invoice documents. This will be clarified during the competitive process.
49.	Article 7.1.6 Minimum Work Guarantee – All the Work – Task Authorization What is meant by “the Contractor agrees to stand in readiness throughout the Contract period to perform the Work” at 7.1.6 b) in the document? If possible, it would be nice to go back to the system we had whereby freelancers could state their availability for either the morning or evening shifts. If we have to be available 15 hours a day it is impossible to schedule medical appointments, etc.	Based on the feedback received, the proposed Request for Proposal (RFP) Availability Hours will be from 8 AM to 6 PM for both Conferences and Parliamentary streams. The new RFP will also contain a clause to allow for shifts (<i>plages horaires</i>) that will finish no later than 10:30 PM and span no more than 10 hours in total.
50.	Article 7.3.1 (a) Mandatory Technical Criteria Why SECRET for all parliamentary? What of all the public meetings?	Parliament requires a security clearance for issuing parliamentary security passes that allow interpreters free access around the parliamentary precinct without being escorted.
51.	Article 7.3.1 (a) Mandatory Technical Criteria Secret or TopSec security requirement for parliamentary services. Is this requirement definitive?	Parliament requires a security clearance for issuing parliamentary security passes that allow interpreters free access around the parliamentary precinct without being escorted.
52.	Article 7.4.2 Option to Extend the Contract Why is the option to extend the contract irrevocable?	The option year provided for in the contract is a mechanism for renewing it beyond the initial expected term. Canada can include an irrevocable renewal option giving it the opportunity to renew or not to renew the contract when it expires under the same conditions and with the same rates initially negotiated for the contract.

Part 7 – Resulting Contract Clauses		
No.	QUESTIONS	ANSWERS
53.	<p>Article 7.7.1, Basis of payment - TA subject to a Limitation of Expenditure Why are customs duties included? Under what circumstances would this apply?</p>	<p>The contractor must determine when customs duties apply to its services. These are always included in the Basis of Payment for Canada's RFPs as it allows for fair price competition between companies.</p>
54.	<p>Article 7.7.1, Basis of payment - TA subject to a Limitation of Expenditure How can contractors estimate the total remaining amount of expenses required four months before the end of their TA if they do not know how much work they will be offered or if or where they will be asked to travel?</p>	<p>The four-month period referred to in Article 7.7.1 is four months before the final delivery date. In this case, this would be the balance of the amount not used in the task authorization four months prior to the final delivery date.</p> <p>For example, if a TA were issued for a six month period and after two months only \$2,000 of the \$6,000 limitation of expenditure was used or planned, over \$4,000 would be the amount remaining four months before the end of the TA. The contractor must inform the Bureau if the remaining amount from the TA is insufficient to cover the assignments.</p>
55.	<p>Article 7.7.1 Basis of payment - TA subject to a Limitation of Expenditure Why is it now the responsibility of the interpreter to verify whether there is sufficient funding to cover all TAs, and how can we estimate how many additional expenditures may be required when we are not the ones allocating the work?</p>	<p>This is a shared responsibility between Canada and the contractor. Canada monitors expenditures but the contractor must also ensure that the work is not accepted if the funds are insufficient to complete the requested work.</p>
56.	<p>Article 7.7.1 Basis of payment - TA subject to a Limitation of Expenditure and Limitation of Expenditure - Cumulative Total of all Task Authorizations What is the difference between these two articles?</p>	<p>Article 7.7.1 concerns the limitation of expenditure for a specific tax authorization, while Article 7.7.2 concerns the cumulative limitation of expenditure for all TAs, thus for the entire contract.</p>
57.	<p>Article 7.8, Invoicing Instructions Will it now be up to us to provide a signed TA when sending an invoice? We are currently not required to sign the TA. This is unclear.</p>	<p>You will not need to sign the TA. We will remove the word "signed" during the competitive process.</p>
58.	<p>Article 7.8, Invoicing Instructions Must interpreters attach the TA to the invoice documents when they are sent to the Bureau?</p>	<p>Yes, contractors must attach a copy of the TA to the invoice documents.</p>
59.	<p>Article 7.10, Discretionary Audit How do the discretionary audit clauses apply to interpretation services?</p>	<p>The purpose of discretionary audit clauses is to protect the government from rates deemed to be abusive compared to market prices. These clauses allow Canada to question a supplier about its rates and ask the supplier to justify its prices. It is a way for Canada to ensure that public funds are used wisely.</p>

Part 7 – Resulting Contract Clauses

No.	QUESTIONS	ANSWERS
60.	<p>Article 7.10, Discretionary Audit I do not understand the reference to a “time recording system” in 7.10.1(b) or the reference to a “firm salary multiplier” in 7.10.1(c).</p>	<p>Discretionary audit clause C0705C is a standard procurement clause that includes a limitation of expenditure. This clause allows Canada to conduct an audit at its discretion when necessary.</p> <p>A “contractor time recording system” is how the contractor tracks hours worked on the required tasks.</p> <p>A “firm salary multiplier” is the multiplier by which the contractor multiplies the salary.</p> <p>For example, an employee is paid \$50 per hour, but the contractor would multiply that salary by 1.5 when assigning the work to the contract to include various expenses related to the employee, such as benefits.</p>
61.	<p>Article 7.10, Discretionary Audit Please explain and provide examples of 1(c) and 1(d).</p>	<p>The Discretionary Audit clause (C0705C) is a standard procurement clause that includes a limitation of expenditure. This clause allows Canada to conduct an audit at its discretion when necessary.</p> <p>7.10.1(c) consists of verifying the amount of the profit in any firm-priced element to determine whether the profit is reasonable and justifiable and consistent with the requested price certification.</p> <p>7.10.1(d) consists of auditing any firm-priced element for which the contractor provided a “most favoured customer” certification.</p> <p>Canada may verify whether the price charged to it is what the supplier would charge to its “most favoured customer” for similar services.</p>
62.	<p>Article 7.12 Hours of Work There is a mention of, but no obligation to implement, morning or evening shifts. How would these be defined and when would they be implemented?</p>	<p>Shifts (<i>plages horaires</i>) are an option the Translation Bureau has used in the past to reduce the Availability Hours when working for Parliament. For example, if you received a shift for specific hours, you would no longer be required to remain available from 7 AM to 10:30 PM. These would be defined by the Translation Bureau and could either be offered at the time of a call-out and they would be implemented by Canada as required.</p>
63.	<p>Article 7.12 Hours of Work Can you provide an example of another professional group that the government systematically expects to be available from 7 a.m. to 10:30 p.m.?</p>	<p>The availability hours are based on the need for interpretation services required by the Parliament. Based on the feedback received, the proposed Request for Proposal (RFP). Availability Hours will be from 8 AM to 6 PM for both Conferences and Parliamentary streams. The new RFP will also contain a clause to allow for shifts (<i>plages horaires</i>) that will finish no later than 10:30 PM and span no more than 10 hours in total.</p>

Part 7 – Resulting Contract Clauses

No.	QUESTIONS	ANSWERS
64.	<p>Article 7.12.1 Availability Hours Why must interpreters be available between 7:00 a.m. and 10:30 p.m.?</p>	<p>Based on the feedback received, the proposed Request for Proposal (RFP) Availability Hours will be from 8 AM to 6 PM for both Conferences and Parliamentary streams. The new RFP will also contain a clause to allow for shifts (plages horaires) that will finish no later than 10:30 PM and span no more than 10 hours in total.</p>
65.	<p>Article 7.12.1 Availability Hours Availability hours are too long. Is there a way to shorten them? Alternatively, can assignments include an advance notification of a block of 5-8 hours during which reassignment could occur, should the original event be canceled?</p>	<p>Based on the feedback received, the proposed Request for Proposal (RFP) Availability Hours will be from 8 AM to 6 PM for both Conferences and Parliamentary streams. The new RFP will also contain a clause to allow for shifts (plages horaires) that will finish no later than 10:30 PM and span no more than 10 hours in total.</p>
66.	<p>Article 7.12.1 Availability Hours Do you expect independent interpreters to sign off before the matter of availability from 7 a.m. to 10 p.m. is resolved in writing?</p>	<p>Based on the feedback received, the proposed Request for Proposal (RFP) Availability Hours will be from 8 AM to 6 PM for both Conferences and Parliamentary streams. The new RFP will also contain a clause to allow for shifts (plages horaires) that will finish no later than 10:30 PM and span no more than 10 hours in total.</p>
67.	<p>Article 7.12.1 Availability Hours Article 7.12.1 Shifts for PIS must be reinstated as soon as possible, especially if the same rate will be applied to both services. How do you justify paying the same fee for a day that can run from 8 a.m. to 6 p.m. at Conferences and from 7 a.m. to 10:30 p.m. at Parliamentary?</p>	<p>Based on the feedback received, the proposed Request for Proposal (RFP) Availability Hours will be from 8 AM to 6 PM for both Conferences and Parliamentary streams. The new RFP will also contain a clause to allow for shifts (plages horaires) that will finish no later than 10:30 PM and span no more than 10 hours in total.</p>
68.	<p>Article 7.12.1 (b) Availability Hours Why not replace “the Bureau will make every effort not to assign a team of 2 to a broadcast event” to “the Bureau will not assign a team of 2 interpreters to a broadcast event, as best possible quality shall be the priority consideration”?</p>	<p>The Translation Bureau endeavours not to send a team of two to events that are broadcast, which will be reflected in the wording of the RFP. The working conditions provided in the RFP are designed in such a way as to provide for the best quality of service while meeting the needs of clients and ensuring the health and safety of suppliers. All interpreters accredited by the Translation Bureau are considered fully capable to provide quality service under the working conditions specified in the RFP. There are occasions where it is not known in advance that an event will be broadcast. When that information is known, the Translation Bureau will not send a team of 2 to interpret.</p>
69.	<p>Article 7.12.2 Interpreting Hours The RFI is silent on the matter of hybrid meetings – what about them? It mentions in-person interpretation and remote interpretation, but after the pandemic, it’s very likely that the use of hybrid meetings will increase. How will they be staffed correctly? How will they be properly staffed?</p>	<p>According to the definition of remote interpretation in the draft RFP, when the majority of participants in a meeting are virtual, remote interpretation conditions apply. In other words, a team of 3 would do 4 hours of interpretation.</p>

Part 7 – Resulting Contract Clauses		
No.	QUESTIONS	ANSWERS
70.	<p>Article 7.12.3, Non-Interpreting Hours Can you clearly explain Article 7.12.3, as the wording makes it hard to understand?</p>	<p>The Bureau realized that there were frequent delays and that these were being invoiced at the full rate, even if the overrun was sometimes only 30 minutes. The Bureau considers it reasonable that the first hour of waiting in a work day is not eligible for billing and that it is included in the interpreter's basic rate. However, any time waiting beyond one hour may be invoiced to the Bureau.</p>
71.	<p>Section 7.12.3 Non-Interpretation Hours Are sound tests included in the non-interpretation hour?</p>	<p>Yes, sound tests are included. The Bureau asks that interpreters arrive 30 minutes before the start of an event to conduct the necessary technical tests.</p>
72.	<p>Article 7.12.3 Non-Interpreting Hours Does Article 7.12.3 (Non-Interpreting Hour) apply to CIS or only to PIS committee meetings?</p>	<p>Non-Interpreting Hour applies to both Conferences and Parliamentary assignments.</p>
73.	<p>Article 7.12.3 Non-Interpreting Hours How does the hour of non-interpreting time apply to conference interpretation?</p>	<p>Just as at Parliamentary, interpreters at Conferences may be required to do sound checks or wait in case of delays. Your daily rate will include an hour for these tests or wait time.</p>
74.	<p>Article 7.12.3 Non-Interpreting Hours How do you calculate the one hour onsite without interpretation if you have two or more assignments in one day? Is it one hour onsite per assignment or per day?</p>	<p>The Non-Interpreting hour applies per day. We will revise the wording in the Request for Proposals to ensure clarity.</p>
75.	<p>Article 7.12.3 Non-Interpreting Hours Does non-interpreting time apply to each assignment in a given day, or only to the entire day? What happens if every assignment is extended?</p>	<p>The non-interpreting time is set per day and not per assignment. If the assignment is prolonged, freelancers are entitled to additional compensation as described in the basis of payment.</p>
76.	<p>Article 7.12.3 Non-Interpreting Hours “The Contractor's daily fee must include one hour on-site of non-interpreting time in the Hours of Work, which includes sound tests and/ or time waiting for delays without interpretation, in cases where committees may start late due to technical reasons or a filibuster, after which the Contractor is entitled to invoice for extension of work. The Contractor must arrive on site 30 minutes before the event to conduct sound tests. Sound tests are included in the one hour on-site of non-interpreting time.”</p> <p>The first sentence is ambiguous and requires change. Since it is not part your boilerplate clauses that have the lawyers' imprimatur, you can do this yourselves. As it reads, it does not specify whether the hour is before, during or after the assignment time (as per the TA), but it limits it to delays for Committees (plus sound tests). Your statements about the meaning of this during the Industry Information Day made it clear that this is not</p>	<p>We will review the wording and make adjustments in the Request for Proposal.</p>

Part 7 – Resulting Contract Clauses

No.	QUESTIONS	ANSWERS
	<p>the intent, so you need to rewrite it to avoid complaints and make the intent clear.</p> <p>Suggestion: replace “committees” with “assignments”. Remove “due to technical reasons or a filibuster” (not necessary). Will you make this correction?</p>	
77.	<p>Article 7.12.3 Non-Interpreting Hours If the client requires no more than 30 minutes of sound test and there are no delays, 30 minutes of the required on-site non-interpreting hour will remain at the end of the assignment. This will be the case for the vast majority of Conference assignments. If the other criteria are satisfied (assignment length), does this left-over half-hour count as overtime (for billing purposes) or not? If not, then will you provide a statement in the RFP to this effect? (the clause “after which the Contractor is entitled to invoice for extension of work.” is ambiguous; after what??).</p>	<p>The one hour of non-interpreting time applies when freelancers are required to be on site but are not interpreting. If the client requires only 30 minutes of sound test and there are no delays and the event finishes within the contractual interpreting hours, then only 30 minutes of non-interpreting time would be required. If non-interpreting time went beyond one hour then the interpreters could invoice for extension.</p>
78.	<p>Article 7.12.3 Heures de travail hors-interprétation Comment s’appliquerait l’heure de travail hors-interprétation à l’interprétation de conférence?</p>	<p>Comme au Parlement, aux Conférences, les interprètes peuvent être appelés à faire des tests de son, ou à attendre pour des retards; une heure de ces tests ou d’attente sera incluse dans votre tarif quotidien. Si ce temps de travail hors interprétation dépasse une heure, les interprètes auront le droit de facturer pour une prolongation de travaux.</p>
79.	<p>Article 7.13 Extension of Work What about assignments that run over time? Currently, it is necessary to be cautious and monitor interpreters’ hearing when they work on these platforms. However, 7.13 indicates that the Project Authority may ask the Contractor to continue providing service until the end of the extended Work period. However, overtime is not recommended on these platforms. I’m not looking for financial compensation so much as limited hours of exposure to toxic sound.</p>	<p>The Translation Bureau does its best to avoid overruns by assigning a backup team when possible, and always remains attentive to interpreters’ concerns about their working conditions and their health and safety. If a Contractor determines that their health and safety are at risk, they must communicate with the Project Authority, who may make the decision to interrupt service as needed.</p>
80.	<p>Article 7.14.1 Cancellation or Reassignment before the Start of the Event or Events Suggestion: If an assignment is canceled on the day of the assignment, Canada should credit the number of hours a freelancer spends on availability so that some proportion of these hours is included in the calculation of interpretation hours for that day.</p>	<p>Freelancers are paid a daily rate when a task authorization is issued whether or not interpretation is provided. Freelancers should include preparation, documentation, and any costs related to their work in their daily rate.</p>
81.	<p>Article 7.14.1 Cancellation or Reassignment before the Start of the Event or Events If a freelancer is already en route or on-site when an assignment is canceled, credit should be given for that and the travel and prep/advance arrival time should be</p>	<p>Freelancers are paid a daily rate when a task authorization is issued whether or not interpretation is provided. Freelancers should include preparation, documentation, and any costs related to their work in their daily rate.</p>

Part 7 – Resulting Contract Clauses		
No.	QUESTIONS	ANSWERS
	calculated in the total interpreting time should there be a reassignment that day.	
82.	<p>Article 7.14.1 Cancellation or Reassignment before the Start of the Event or Events</p> <p>7.14.1 If a contractor has one T/A covering 2 weeks of work including several events, what is the start date of the “T/A event” to calculate the 60 calendar days for cancellation?</p>	<p>The 60-calendar-day cancellation policy for a TA with multiple events is calculated using the start date of each event included in the TA. For example, if you have a TA for two events (Event 1 starting Oct 1, 2021, and Event 2 starting Nov 1, 2021), the cancellation policy will apply if:</p> <p>Event 1 is cancelled after August 2, 2021; and</p> <p>Event 2 is cancelled after September 2, 2021.</p> <p>The Contractor will receive payments for the cancelled event(s) as specified in the TA.</p>
83.	<p>Article 7.14.1 Cancellation or Reassignment before the Start of the Event or Events</p> <p>If assignment is canceled and freelancer is waiting for 5 hours before receiving a reassignment, how do you calculate the total time: do you limit the reassignment to take into consideration the 5 hours?</p>	<p>Reassignment can take place any time during the Availability Hours, no time is credited for the 5 hours before being reassigned and the usual Interpretation Hours apply.</p>
84.	<p>Article 7.14.1 Cancellation or Reassignment before the Start of the Event or Events</p> <p>Why not add “location (same city)” to the paragraph If an event (or events) is (are) cancelled within 60 calendar days before the event start date (or the start date of the events) specified in the Task Authorization, the Bureau may reassign the Contractors to an event (or events), if needed, while respecting the criteria (linguistic profile, security clearance (if applicable), professional address, length of the event (in days) and the mode of interpretation) of the original event. In the interest of including the details pertaining to the new assignment, the Bureau will provide an amendment to the Task Authorization before the start of the event (or events).</p>	<p>The reassignment could be in the original city or a different city, depending on the Translation Bureau’s needs and the freelancer’s consent to work in a different city. We will review the wording and make adjustments in the Request for Proposals.</p>
85.	<p>Article 7.14.1 Cancellation or Reassignment before the Start of the Event or Events</p> <p>7.14.1 – 2nd para, the word “reserved”. This term is nowhere defined. You are referring, undoubtedly, to 7.1.3.1, Request for Availability, where the term is “retained”. Will you replace “reserved” with “retained” here (or vice-versa in 7.1.3.1)?</p>	<p>Paragraph 7.14.1 does not contain the word “reserved”. It reads as follows:</p> <p>If an event (or events) is (are) canceled within 60 calendar days before the event start date (or the start date of the events) specified in the Task Authorization, the Bureau may reassign the Contractors to an event (or events), if needed, while respecting the criteria (linguistic profile, security clearance (if applicable), professional address, length of the event (in days) and the mode of interpretation) of the original event. In the interest of including the details pertaining to the new assignment, the Bureau will provide an amendment to the Task Authorization before the start of the event (or</p>

Part 7 – Resulting Contract Clauses		
No.	QUESTIONS	ANSWERS
		events). The paragraph 7.14.4 does include the word “reserved”, and we will review the wording and make adjustments in the Request for Proposals.
86.	<p>Article 7.14.2 Cancellation or Reassignment during the Event or Events</p> <p>7.14.2 If an interpreter lives in City A and has been hired for an event in City B which is canceled, will the reassignment be to City A (professional address) or City B (location of original event)?</p>	The reassignment could be in City B or City A, depending on the Translation Bureau’s needs and the freelancer’s consent to work in a different city. This will be clarified in the RFP.
87.	<p>Article 7.14.4 Refusal of Reassignment or Additional Assignment(s)</p> <p>There needs to be sufficient time between assignments if you have more than one in a day but obviously not with a massive gap of several hours as this really stretches out the working day.</p>	The Translation Bureau generally plans for 1.5 hours between events to allow freelancers time to move from one event to the next.
88.	<p>7.14.4 Refusal of Reassignment or Additional Assignment(s)</p> <p>Can a freelancer be assigned to one PIS event and one CIS event on the same day? If so, how is that invoiced?</p>	An interpreter having a contract for both services can be assigned to PIS and CIS events on the same day. The invoicing is the same, outlining details on the assignments. Having the same daily rate for both services will simplify the process.
89.	<p>7.14.4 Refusal of Reassignment or Additional Assignment(s)</p> <p>The criterion “mode of interpretation” is missing. It does appear in 7.14.1 and 7.14.2. Will you add “mode of interpretation” to 7.14.4?</p>	Mode of interpretation will be added to the 7.14.4.

Annex A – Statement of work		
No.	QUESTIONS	ANSWERS
90.	<p>Article 2. Terminology</p> <p>What is your definition of distance interpreting based on?</p>	The definition of distance interpreting in the Draft Request for Proposals was developed in partnership with the AIIC, NATO, the European Space Agency and the European Council. The definition was written to be as inclusive as possible to give the Bureau the flexibility needed to deal with current working conditions.
91.	<p>Article 2. Terminology</p> <p>The definition of Distance Interpretation is vague. Could it apply to 1) “broom closet” interpretation (or booth farms), where interpreters are in booths located far away from participants who are all, or mostly, in the same room and 2) “interpreting in pajamas” from the interpreter’s home, in another city, or even another country?</p>	Since the contract will be in place for one or two years, the definition was designed to be broad enough to cover a variety of situations that may arise before June 30, 2023. Nothing in the contract definition would prevent the Translation Bureau from exercising its judgment based on the information available to it in assigning work. The Translation Bureau will monitor trends and changes in this area and may propose an

Annex A – Statement of work		
No.	QUESTIONS	AWSWERS
		adjustment to the definition if changes in the distance interpretation environment warrant it.
92.	<p>Article 2. Terminologie</p> <p>The definition of “distance interpreting” is much too vague. Does it apply to meetings that are currently described as “hybrid”? How to ensure advanced notice when the “majority” of participants are in another location? If interpreters are in the next room and cannot see inside without a screen (like the “blind booths” currently set up in the House of Commons), is that distance interpreting?</p>	Based on the definition of distance interpreting in the proposed RFP, when a majority of delegates are participating virtually, the assignment will be considered a distance interpretation event and staffed accordingly. This includes hybrid events. The Bureau will monitor trends and changes in this area and may propose an adjustment to the definition if changes in the distance interpretation environment warrant it.
93.	<p>Article 2. Terminology</p> <p>The definition of remote interpretation is flawed. What is its source?</p>	<p>The definition is based on the one negotiated and ratified between the AIIC and the co-ordinated organizations of Europe (NATO, the Council of Europe and the European Space Agency).</p> <p>https://aiic.org/company/roster/companyRosterDetails.html?companyId=11979&companyRosterId=26</p>
94.	<p>Article 2. Terminology</p> <p>I think this provision needs to be reworded to avoid the impression that consec or over-the-phone can be imposed on freelancers.</p>	Freelancers are not obligated to accept assignments in consecutive mode. Consecutive mode assignments are rare and freelancers will be consulted before being assigned in consecutive. Regarding reassignments, the proposed RFP reads: <i>the Bureau may reassign the Contractors to an event (or events), if needed, while respecting the criteria (linguistic profile, security clearance (if applicable), professional address, length of the event (in days) and the mode of interpretation) of the original event.</i> The Translation Bureau no longer provide simultaneous interpretation over the telephone with the exception of specific parliamentary cases.
95.	<p>Article 2. Terminology</p> <p>Consecutive Interpreting: “the same room” contradicts statement further in the section about “telephone consecutive interpreting”. Needs a fix. Will you fix this contradiction?</p>	This feedback will be taken into account to ensure the wording is clear in the RFP.
96.	<p>Article 4. Teamwork</p> <p>Sub-article 4.1 Freelancers may not be informed of their colleagues’ names until the actual event. Why not? It is better to be able to contact each other in advance to assist in preparation or for clarification. 4.1 goes against Quality Standard 6.2.7 (collegiality and assisting colleagues).</p>	The team composition changes in the course of planning and is subject to change until the last minute. When possible, the Translation Bureau communicates the names of the team in advance.
97.	<p>Article 5. Information Documentation</p> <p>Requiring freelancers to print documents received last minute adds considerable time and stress to the day, especially as most have traveled from out of town and</p>	Parliamentary committee clerks advised the Bureau they will no longer print materials. If freelancers wish to have printed materials, they will need to make their own printing arrangements.

Annex A – Statement of work		
No.	QUESTIONS	ANSWERS
	do not have printers with them. Can parliamentary clerks not print up this material?	
98.	Article 5. Information Documentation I'm willing to print documents if I receive them the day before and if there are fewer than 50 pages per language. I do it to prepare myself. However, the day of, we don't have access to printers on site. For assignments at Parliamentary, could we be granted access to printers on the Hill?	Parliamentary committee clerks advised the Bureau they will no longer print materials. If freelancers wish to have printed materials, they will need to make their own printing arrangements.
99.	Article 5. Information Documentation Annex A, 5.4, new: electronic device. Please note that with respect to this requirement, certain rooms prohibit access to our cell data (i.e. 025 and 035 EO). We have access to only one guest Wi-Fi network. This means we must choose between access to Wi-Fi for our cell phone or for the required electronic device. Also, can the work provider require that a certain model of electronic device be used for security and/or compatibility reasons?	The Translation Bureau does not require a specific electronic tool, but is gathering additional information from its clients regarding security requirements.
100.	Article 6.2 Quality Standards for Professional Conduct At article 6.2.2 Requirement to remain on site until the end of the event unless prearranged with the Project Authority. What if recipients of interpretation services have left the meeting, or the Chair or Judge has says that interpretation services are no longer required?	If services are no longer required and this has been communicated clearly to the Contractor, the Contractor must contact the Project Authority before leaving the assignment location as the Project Authority could reassign the Contractor to another event of the same criteria depending on the need.
101.	Article 6.2 Quality Standards for Professional Conduct At article 6.2.8, please clarify what is meant by this. What would an example of such non-contractual work be?	As per article 6.2.8, "the Contractor must not perform any duties except for the Work described in the TA during the meeting for which they have been contracted". Non-contractual work is work other than interpreting in the mode and for the event laid out in the TA. In the past, freelancers have been asked to translate written documents and perform interpretation in consecutive mode when the initial request was for simultaneous interpretation.
102.	Article 7.1.2 Sampling Is the freelancer notified of the results of sampling or only of the more complete technical evaluation?	Feedback is provided for both sampling and technical evaluations.
103.	Article 7.3 Failure to Meet Interpretation Technique Requirements Article 7.3.1. If the Contractor does not meet the requirements during a technical evaluation, they will receive a written warning and may request a second technical evaluation. The Bureau will have 30 working days (or more, depending on the Contractor's region) to carry out a second evaluation.	Yes, the interpreter can retake the certification exam if they no longer meet the technical standards for interpretation after a second technical assessment. In the event that a contract is terminated for supplier failure to meet its obligations, Canada may apply Supplier Assessment Action to determine the sources of the problem. The results of this evaluation will be added to the supplier's file and may lead to penalties that may limit their ability to bid in future Government

Annex A – Statement of work		
No.	QUESTIONS	ANSWERS
	<p>a. If the contractor meets the technical standards of interpretation during the second technical evaluation, the written warning will not be entered in the contractor's file and its quality index will not be reduced.</p> <p>b. If the contractor still does not meet the technical standards for interpretation following the second technical evaluation, his contract will be terminated (can the interpreter take the accreditation exam again?) For breach according to article 2035 29, Breach by the contractor of the general conditions and could be the subject of an evaluation of the corrective measures of the performance of the suppliers (What does this imply?).</p>	<p>of Canada procurement processes. This is a general policy that applies to all of Canada's procurement processes.</p>

Annex B – Basis of Payment		
No.	QUESTIONS	ANSWERS
104.	<p>Article 1. Rate If the price is set for two years, will it still be possible for suppliers who have been put in Pool 2 to review their prices for the second year, to be closer to the median?</p>	<p>No. Prices will only be evaluated once, using the method described in Article 4.1.2, Financial Evaluation of Resulting Contract Clauses.</p>
105.	<p>Article 1. Rate Do you expect to retain the single rate proposed in this RFP?</p>	<p>One of the guiding principles that were agreed upon with the community of freelance interpreters in 2017, is to simplify the administrative procedures in order to benefit both freelancers and the Translation Bureau. Furthermore, the Translation Bureau has one single accreditation process and considers interpretation services provided in the booth to be comparable. Work varies in effort and difficulty based on many factors, including the degree of familiarity of freelancers with the topic, the style and speed of delivery of speakers, the level of technicality of the event, these factors apply both to Parliamentary and Conference events.</p>
106.	<p>Article 1. Rate Regarding the single rate, is your answer final, or are you inclined to revise it, since one charge the same price for apples and oranges?</p>	<p>This decision will remain: one of the guiding principles that were agreed upon with the community of freelance interpreters in 2017 is to simplify the administrative procedures in order to benefit both freelancers and the Translation Bureau. Furthermore, the Translation Bureau has one single accreditation process and considers interpretation services provided in the booth to be comparable. Work varies in effort and difficulty based on many factors, including the degree of familiarity of freelancers with the topic, the style and speed of delivery of speakers, the level</p>

Annex B – Basis of Payment		
No.	QUESTIONS	ANSWERS
		of technicality of the event; these factors apply both to Parliamentary and Conference events.
107.	<p>Article 1. Rate RFI 3.1 stipulates that contractors must be available for work both in conference and parliament settings. Other sections (p. 37, p. 43, Annex E p. 50) require the bidder make an offer for conference or parliament or both. A distinction is made between the two. What is the contractual obligation for a bidder offering services for conference only? The presence of these clauses seems contradictory.</p>	While the proposed RFP proposes one single rate, the contract will not require interpreters to serve both Conferences and Parliamentary services. Freelancers are free to work for one or both streams.
108.	<p>Article 1. Rate What is the purpose of the Total Evaluated Price C=A+B column? Will the median be calculated based on C? The median must be calculated separately for each of the two years, for reasons of fairness and, in particular, because the second year of the contract is not guaranteed.</p>	Yes, the total evaluated price (column C) is the price that will be used to calculate the median. The financial evaluation must be carried out on the total price for the duration of the contract and not by contract year. Column C is the total of the rate for the initial period of the contract (column A) plus the price for the option period (column B).
109.	<p>Article 1. Rate Is the Total Evaluated Price (C=A+B) the average of the price for the initial period and the option period?</p>	No, the total evaluated price is the sum of the price for the initial period and the price for the option period, as indicated in Annex B, Basis of Payment.
110.	<p>Article 1. Rate The single rate for both services is completely unacceptable, as their nature and working conditions are entirely different and do not lend themselves to a single rate system at all. Working for parliamentary services is much more demanding than conferences.</p> <p>Isn't this a fundamental flaw? These are two distinct types of work. The principle of competitiveness is swept aside by such a system, isn't it? It seems to me that it makes the request for proposals unfair. Any other service provider required to propose two entirely different products for the same price could not meet these conditions. We would be forced to ask for a fee that is higher than necessary for conferences.</p>	One of the guiding principles that were agreed upon with the community of freelance interpreters in 2017 is to simplify the administrative procedures in order to benefit both freelancers and the Translation Bureau. Furthermore, the Translation Bureau has one single accreditation process and considers interpretation services provided in the booth to be comparable. Work varies in effort and difficulty based on many factors, including the degree of familiarity of freelancers with the topic, the style and speed of delivery of speakers, the level of technicality of the event; these factors apply both to Parliamentary and Conference events.
111.	<p>Article 1. Rate Since the two pools of Contractors have a direct impact on possible task authorizations, how can PSPC justify the serious economic damage caused by a single rate for Contractors who want to bid for both services, which are fundamentally different?</p>	One of the guiding principles that were agreed upon with the community of freelance interpreters in 2017 is to simplify the administrative procedures in order to benefit both freelancers and the Translation Bureau. Furthermore, the Translation Bureau has one single accreditation process and considers interpretation services provided in the booth to be comparable. Work varies in effort and difficulty based on many factors, including the degree of familiarity of freelancers with the topic, the style and speed of delivery of speakers, the level of technicality of the event; these factors apply both to Parliamentary and Conference events.

Annex B – Basis of Payment

No.	QUESTIONS	ANSWERS
112.	<p>Article 1. Rate If an assignment is broadcast publicly, is the compensation for extension of work calculated based on the daily rate, or the daily rate PLUS the escalator for broadcast?</p>	<p>If extended work hours are broadcast, compensation for extension of work applies to the escalator for broadcast</p>
113.	<p>Article 1. Rate I notice that the escalator for broadcast no longer mentions webcast. Is that considered to be the same thing or are you intending to no longer compensate for webcast?</p>	<p>There are no plans to change to the application of the broadcast escalator from the previous contracts. This feedback is being considered in developing the RFP.</p>
114.	<p>Article 1.2 Pool Is the distinction between the first and second pools strictly monetary or are there other considerations?</p>	<p>Yes, it is a monetary distinction based on the calculation of a median rate. Interpreters with rates that are 20% higher and 20% lower than the median will be placed in Pool 2.</p>
115.	<p>Article 2. Extension of Work Can you guarantee that the maximum of four hours of interpretation will not be exceeded before ISO equipment is made available to interpreters?</p>	<p>The current RFP already provides that maximum interpretation time will not exceed four hours for distance interpreting.</p>
116.	<p>Article 3. Travel Time If a contractor is assigned to more than one assignment on a given day, is the travel time between assignments counted in the total assignment time?</p>	<p>The travel time is not included as interpretation time, however, the Translation Bureau will ensure there is enough time for the freelancer to travel between assignments.</p>
117.	<p>Article 4. Loss of Earnings The Bureau must have experience with loss of earnings claims (Annex B 4), and so know how fairly they can be managed. On the face of it, I would be concerned for situations where travel time is compensated for, yet freelancers automatically declare that they have been prevented from accepting other work during that travel time, even when no other work was in the offering for them. Or perhaps it is fair that freelancers, knowing they must plan to travel (let's say into Ottawa by train midday before a day they work for the Bureau), automatically forego finding other work and feel justified in charging that (extra) day of missed work to the Bureau. How can Loss of Earnings be managed fairly? How can we make principles clear enough to put everyone on the same footing?</p>	<p>We will review the wording and make adjustments in the Request for Proposal. Freelancers can invoice for loss of earnings or for travel time, but not both.</p>
118.	<p>Article 5. Compensation for Public Broadcast Why is the clause concerning compensation for public broadcast [of the French version] worded in the conditional and not the present simple?</p>	<p>Simply because payment of this bonus is conditional on receipt of confirmation that the event in which the interpreter took part was broadcast.</p>
119.	<p>Article 7. Travel and Living Expenses - National Joint Council Travel Directive Does the contract amount include everything that was paid to the interpreter, including fees, per diem, hotels, transportation, etc.?</p>	<p>Yes, the total contract value includes fees, travel and living expenses and any allowances (as applicable), as described in Annex B, Basis for Payment of the RFP.</p>

Annex E – Technical Evaluation		
No.	QUESTIONS	ANSWERS
120.	<p>Article 1. Mandatory Technical Criteria Do we need to submit our résumé even if nothing has changed since the last solicitation process?</p>	<p>Yes. The Translation Bureau updates its freelancer profiles regularly and asks that you submit an updated CV to ensure files are up to date. The CV is also used to validate freelancers experience or expertise when, in exceptional circumstances, the Project Authority needs to award work for events based on specific experience or knowledge, or dealing with a specific subject or client.</p>
121.	<p>Article 1. Mandatory Technical Criteria Why do we now need to send in a CV for each proposed resource if we are already accredited by the TB?</p>	<p>The Translation Bureau updates its freelancer profiles regularly and asks that you submit an updated CV to ensure files are up to date. The CV is also used to validate freelancers' experience or expertise when, in exceptional circumstances, the Project Authority needs to award work for events based on specific experience or knowledge, or dealing with a specific subject or client.</p>
122.	<p>Article 2. List of proposed resources The contractor must provide certification of security clearance for each of its resources. Is the number sufficient?</p>	<p>Yes, as indicated in Annex E, "Technical Evaluation," you must provide only the security certificate number for each resource. The resources' security certification will be verified and validated by PSPC before each TA is awarded.</p> <p>Bidders can ask that PSPC consider sponsoring their company for initial Designated Organization Screening (DOS) certification or to increase their security clearance by one level. Such sponsorship is only available for a security clearance upgrade for one level at a time.</p> <p>If sponsorship is anticipated, the bidder is encouraged to contact PSPC at TPSGC.PAOutillInterpretation-APTollInterpretation.PWGSC@tpsgc-pwgsc.gc.ca as soon as possible so that the process can begin.</p>