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TPSGC

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Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Linguistic Services Division / Division des services
linguistiques

Les Terrasses de la Chaudière

10, rue Wellington, 5e étage

Gatineau

Québec

K1A 0S5

Title - Sujet RFP - Interpretation Services	
Solicitation No. - N° de l'invitation EN960-212323/C	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client 20212323	Date 2021-04-27
GETS Reference No. - N° de référence de SEAG PW-\$\$ZF-508-39348	
File No. - N° de dossier 508zf.EN960-212323	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-05-06 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Boyer, Tania	Buyer Id - Id de l'acheteur 508zf
Telephone No. - N° de téléphone (613) 858-9232 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Public Services and
Procurement Canada

Services publics et
Approvisionnement Canada

Canada



Serving
GOVERNMENT,
serving
CANADIANS.

PUBLIC SERVICES AND PROCUREMENT CANADA (PSPC)

AMENDMENT No. 003 TO THE REQUEST FOR PROPOSAL (RFP)

FOR THE DIRECTORY OF SUPPLIERS FOR PARLIAMENTARY AND CONFERENCE INTERPRETATION SERVICES IN OFFICIAL LANGUAGES

ON BEHALF OF THE TRANSLATION BUREAU

THIS AMENDMENT 003 IS RAISED TO:

1.0 Respond to questions received regarding the RFP, as detailed in Section 1.0, below.

1.0 Respond to questions regarding the RFP:

QUESTIONS	ANSWERS
<p>Q.13 Article 7.1.3 Task Authorization - Attribution of work, of the Resulting Contract Clauses</p> <p>The answer to question 8 (included in amendment 001) unfortunately does not answer the question: How does this clause help promote the quality of the service offered? Also, I don't think this specific issue was addressed in October 2018.</p>	<p>A.13 Quality remains a priority for the Translation Bureau and the measures in place for the performance management of suppliers ensure that the quality of work is not compromised. However, one of the guiding principles of the Public Services and Procurement Canada (PSPC) procurement process is to ensure that procurement is done on a competitive basis. The procurement process for interpretation services is no exception. Competition between suppliers is therefore achieved during the financial evaluation by creating pools using a median based on the price of the bidders. Therefore, the work should be assigned to the suppliers in Pool 1 as outlined in the Interpreter Guide, it is at the discretion of the Project Authority to determine whether contractors rated yellow or red cannot receive priority work, in pool 1 before moving to pool 2.</p>
<p>Q.14 Article 7.10 - Discretionary Audit, of the Resulting Contract Clauses</p> <p>Can you clarify the answer to question 9 (included in amendment 001)? What types of certifications must the contractor provide if a discretionary audit is conducted by Canada?</p>	<p>A.14 Indeed, Canada could request a certification or documentation, such as a copy of an invoice or a contract between the contractor and other private or public clients, to demonstrate that the price charged to Canada is not incommensurate with those charged to other clients. This clause is used by Canada in contracts with a "Limitation of Expenditure" clause, such as in the case of contracts with task authorizations, and it allows Canada to ensure the fair and equitable use of the financial resources of taxpayers, as required by the Financial Administration Act. This law provides the legal structure for the collection and use of public funds, including the contractual practices of PSPC.</p>
<p>Q.15 Article 7.1.3.1 Request for availability, of the Resulting Contract Clauses</p> <p>Could the interpreter who gives his availability only for the Conferences component and who agrees to travel (to Ottawa, in particular) find himself assigned to the Parliamentary Service on certain days, in order to meet service needs?</p>	<p>A.15 An interpreter who does not wish to work for Parliamentary stream will not be required to do so.</p>

QUESTIONS	ANSWERS
<p>Q.16 Article 1.6 - Period of the Contract, of the RFP</p> <p>Option Period (July 1, 2022 to June 30, 2023): Is it an option to not select this option period? If so, what does this mean for the contractor? Am I correct in understanding that if chosen, it is irrevocable, and therefore all of the terms of the contract will apply to that period (July 1, 2022 to June 30, 2023)?</p>	<p>A.16 The option year provided for in the contract is a mechanism for renewing it beyond the initial expected period.</p> <p>Canada can include an irrevocable renewal option giving the opportunity to renew or not, as per all parties' agreement, to renew the contract before it expires under the same conditions and same rates initially negotiated under the contract.</p> <p>By submitting a bid, the Contractor grants Canada the irrevocable option to extend the term of the Contract by up to an additional one-year period under the same conditions.</p> <p>Should Canada invoke the optional year, there will be no further RFP (for that year). Obviously, contractors will not be required to offer services under the optional year, however they will not be offered another opportunity to bid for the same period.</p>
<p>Q.17 Article 7.10 - Discretionary Audit, of the Resulting Contract Clauses</p> <p>"Most favoured customer certification....for like quantity and quality of goods or services." I read the A.9. of the amendment 001. I don't fully understand.</p> <p>a) If we go through the process of bidding, establishing medians and then pools 1 and 2, is this not the mechanism for ensuring a balanced cost of services to the government?</p> <p>b) What happens to the Contractor or the contract if Canada determines that a Contractor charges other clients less and therefore it is not a "fair and optimal use of taxpayers' financial resources"?</p> <p>c) I don't believe "quantity and quality of services" are good descriptors for comparison to federal contracts. I may very well do a contract with similar hours and provide the same quality of service, but it is the nature and working conditions of the contract that are very different on federal assignments.</p> <p>d) It will be very hard to compare the prices because we are now bidding based on the 2 services being combined, non-interpreting time included, and other factors.</p>	<p>A.17 Establishing a median and interpreter's pools is a great way to ensure competitive and faire process in our contracts in order to ensure value for taxpayers' money.</p> <p>By having a discretionary audit clause, Canada keeps the door open for more verifications if needed. An expert evaluation of comparisons would be made, knowing that not all interpretation services are of the same difficulty and they are performed under different circumstances.</p>
<p>Q.18 Article 7.1.3.1 Request for Availability, of the Resulting Contract Clauses</p> <p>Is a call for advance availability sent out to all pool 1 and pool 2 interpreters? Am I right in saying that pool 1 gets</p>	<p>A.18 Call for advance availability are sent to interpreters in both pools. Attribution of work will start with availabilities received from interpreters in pool 1 but might be offered to availabilities received from</p>

QUESTIONS	ANSWERS
<p>priority consideration, but that if someone in pool 1 did not submit advance availability and someone in pool 2 did, then the pool 2 interpreter would get priority?</p>	<p>interpreters in pool 2 if the required number of interpreters can't be fulfilled in pool 1.</p> <p>Priority is always given to interpreters that classified in pool 1 over the ones who classified in pool 2.</p>
<p>Q.19 Annex B – Basis of payment, of the RFP</p> <p>What does "FOB" stand for? (as in "FOB destination" used several times in the document)</p>	<p>A.19 We understand that FOB destination might not directly apply to this RFP. However, our solicitation documents are developed from templates created by our legal services. They are procurement standards that apply to most of our procurement processes. Therefore, Incoterms have to and will stay in the RFP.</p> <p>FOB destination is an Incoterm whereby the title of ownership of the goods is transferred at the buyer's loading dock, post office box, or office building.</p>
<p>Q.20 Annex A – Statement of Work, Article 7.2.6, of the Resulting Contract Clauses</p> <p>The Interpreter Handbook is underlined but clicking on it does nothing. None of the links in the document appear to be active or clickable.</p>	<p>A.20 The Freelance Interpreters' Handbook can be accessed through this following link: https://account-compte.gccollab.ca/login-ouverturedesession/?next=/openid/authorize%3Fresponse_type%3Dcode%26redirect_uri%3Dhttps%253A%252F%252Fgccollab.ca%252Flogin%26client_id%3D972115%26nonce%3Da40cfc7dc17cff5416962d11977d2c10%26state%3Def9887ee359bf7d588138fa80af77ae3%26scope%3Dopenid%2Bprofile%2Bemail%2Bopenid. The link is a GCcollab page, accessible to the public, once an account has been created. Please contact the project authority for further details.</p> <p>Sometimes, links in PDF documents won't open. In this case, please send us an email at: TPSGC.PAOutilInterpretation-APTollInterpretation.PWGSC@tpsgc-pwgsc.gc.ca and we will send you the links.</p>
<p>Q.21 Article 5. Professional Domicile</p> <p>At present, interpreters may, at six-month intervals, change their city and province of professional domicile. If awarded, will a new contract reset this 6-month clock with (or at) a city and province of professional domicile stated in our proposal? Or will individual six-month schedules already set with the Interpretation service before this contract prevail? Alternatively, will some other arrangement be made?</p>	<p>A.21 Yes, the 6-month clock would be reset as per the award date of the new contract.</p>
<p>Q.22 Article 2.2 Submission of Bids, of the RFP</p> <p>I am having issues submitting by bid through Epost Connect service. What should I do?</p>	<p>A.22 For any Epost Connect issues or inquiries, please contact the Bid Receiving Unit at: TPSGC.dgaReceptiondesSoumissions-APBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca.</p>
<p>Q.23 I am reviewing the Request for Proposal document establishing the contractual relationship that I am having with the Translation Bureau for my services as a</p>	<p>A.23 Consultations with the industry are now complete and the terms and conditions included in the resulting contract clauses have been finalized as recommended</p>

QUESTIONS	ANSWERS
<p>freelance interpreter and I am wondering what the possibilities are for me to make changes to those clauses so that the terms of the contract correspond to the way I work?</p> <p>If a clause doesn't work for me, can I negotiate?</p>	<p>by the industry. By submitting your submission to the RFP (EN960-212323/C), you accept the terms and conditions of the resulting contract as is and no changes can be made to the clauses.</p> <p>Broad consultations have taken place. A Request for Information (RFI) (EN960-212323/A) was published on February 5, 2021 to solicit comments from external providers/suppliers on how to best acquire Interpretation Services in Official Languages by obtaining ideas on the proposed procurement as well as understanding the impacts that this procurement may have on industry. Public Services and Procurement Canada (PSPC), in collaboration with the Translation Bureau, also held an Information Industry Day on February 17, 2021, to provide the industry with an overview of the main changes to the proposed Request for Proposal (RFP) and to answer any questions participants may have.</p> <p>A report (EN960-212323/B) intended to highlight the key themes raised by the respondents as well as to provide answers to the questions received from the Industry was published on March 23, 2021. PSPC intends to utilize the information provided in the responses to the RFI to guide its procurement strategy. The report has been made available to help ensure the transparency of the procurement process and to make the findings available to interested parties.</p>
<p>Q.24 Attachment B - Certifications; 3. Status and Availability of Resources</p> <p>Regarding the following part of Attachment B in bold:</p> <p>The Bidder certifies that, should they be awarded a contract as a result of the bid solicitation, every individual proposed in their bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If, for reasons beyond their control, the Bidder is unable to provide the services of an individual named in their bid, the Bidder may propose a substitute with similar qualifications and experience.</p> <p>The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and</p>	<p>A.24 As in the past, the Translation Bureau Project Authority will request your availability, which may take the form of an advance call for availability, see example under the Attachment E – Example of Request for Availability of the RFP, in which the Translation Bureau asks the interpreters to indicate their availability to us up to 8 weeks in advance; it could also be assignment offers made weeks or days before the assignments in question. Freelancers may change their availability at any time before receiving written confirmation that their services have been retained.</p> <p>If a Contractor is not available during a certain timeframe period, please inform the Project Authority by email as soon as possible and as per the Translation Bureau request for availability form.</p>

QUESTIONS	ANSWERS
<p>parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.</p> <p>I would like to understand: I agree to be available to perform the work only once a task authorization is issued in the name of my company, and only after checking my availability for a date (or series of dates) precise, is that correct? Rather, the text that I have just quoted in Attachment B seems to indicate that I agree to be available to perform the work at the time indicated in the bid solicitation following the award of a contract to my company. However, no precise working date is specified in the bid solicitation, only a period during which each contract awarded will remain in effect.</p> <p>I plan to spend a lot of time abroad in 2022 and will likely not be able to make myself available for work there in Canada for many months next year. I do not want to sign a commitment that I will not be able to meet, and the wording of this specific portion of the bid solicitation is confusing.</p>	

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN UNCHANGED.