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Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2

Gatineau
Québec

K1A 0S5

Bid Fax: (819) 997-9776

**Revision to a Request for Supply
Arrangement - Révision à une demande
pour un arrangement en matière
d'approvisionnement**

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 RFSA Translation Services | |
| Solicitation No. - N° de l'invitation EN966-140305/L | Date 2022-07-22 |
| Client Reference No. - N° de référence du client 20140305 | Amendment No. - N° modif. 005 |
| File No. - N° de dossier 526zf.EN966-140305 | CCC No./N° CCC - FMS No./N° VME |
| GETS Reference No. - N° de référence de SEAG PW-\$\$ZF-526-40507 | |
| Date of Original Request for Supply Arrangement 2022-01-31 Date de demande pour un arrangement en matière d'app. originale | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2027-03-31 Heure Avancée de l'Est HAE | |
| Address Enquiries to: - Adresser toutes questions à: Gratton, Isabelle | Buyer Id - Id de l'acheteur 526zf |
| Telephone No. - N° de téléphone (873) 355-9751 () | FAX No. - N° de FAX () - |
| Delivery Required - Livraison exigée | |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |
| Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Amendment 005 is issued to amend article 7.20.2 *Notice of Unsatisfactory Performance* to add a statement with regard to adjustment periods and to remove the second paragraph of article 6.12, *Transition to an e-Procurement Solution (EPS)*.

AMENDMENT(S) TO THE RFSA

1. At Article 7.20.2, *Notice of Unsatisfactory Performance* of PART 7 – RESULTING CONTRACT CLAUSES;

DELETE: article 7.20.2 in its entirety;

INSERT:

7.20.2 Notice of Unsatisfactory Performance

- (a) Contractors who fail to meet the quality and timeliness standards set out in Annex A – Statement of Work may receive a notice of unsatisfactory performance from the Bureau.
- (b) A notice of unsatisfactory performance affects the supplier's satisfaction indicators.
- (c) Following a third notice of unsatisfactory performance, Canada may terminate the contract for default and suspend the supplier's supply arrangement in whole or in part for a specified period, pursuant to Article 6.13.1, Suspensions for Unsatisfactory Performance of the RFSA.
- (d) When unsatisfactory performance is related to **quality standards**, Canada may terminate the contract if the percentage of unsatisfactory words exceeds the annual ratio of 5%. The formula below will be used to determine whether or not the annual 5% ratio of unsatisfactory words has been met. The percentage of unsatisfactory words will be rounded to the first decimal point.

$$\frac{\text{unsatisfactory words}}{\text{total words delivered}} \times 100$$

In the following scenario, the supplier's contract may be terminated for default during Option Year 1 because the supplier will have met the annual 5% ratio of unsatisfactory words.

| Contract Year | Estimated Annual Number of Words Precedent to Contract Award | Number of Words Delivered to Date | Number of Unsatisfactory Words | % of Unsatisfactory Words $\frac{\text{unsatisfactory words}}{\text{total words delivered}} \times 100$ |
|----------------------|---|--|---------------------------------------|---|
| Year 1 | 4,000,000 | 2,000,000 | 12,597 | 0.63% |
| Year 2 | 4,000,000 | 2,978,555 | 38,877 | 1.31% |
| Option Year 1 | 4,000,000 | 1,233,756 | 125,323 | 10.16% |
| Option Year 2 | 4,000,000 | -- | -- | --% |
| Total | 12,000,000 | 8,880,297 | 176,797 | -- |

At its discretion, Canada may grant the contractor an adjustment period so that the contractor may improve the quality of its work. The duration of the adjustment period will be determined by Canada on the basis of usage of the contract. During the adjustment period, texts deemed unsatisfactory will not be added to the contractor's file and will not have any impact on quality indicators. Once the adjustment period has ended, the contractor may once again begin receiving notices of unsatisfactory performance when translations do not meet the expected quality standards set out in Annex A – Statement of Work. Following an adjustment period, the contractor must maintain quality; failure to do so will result in immediate termination of the contract.

- (e) When unsatisfactory performance is related to **timeliness standards**, Canada may terminate the contract if the percentage of unsatisfactory deliveries exceeds the annual ratio of 5%. The formula below will be used to determine whether or not the annual 5% ratio of unsatisfactory deliveries has been met. The percentage of unsatisfactory deliveries will be rounded to the first decimal point.

$$\frac{\text{unsatisfactory deliveries}}{\text{total deliveries}} \times 100$$

In the following scenario, the supplier's contract may be terminated for default during Option Year 1 because the supplier will have met the annual 5% ratio of late deliveries.

| Contract Year | Number of Texts Delivered to Date | Number of Texts Delivered Late | % of Unsatisfactory Deliveries |
|---------------|-----------------------------------|--------------------------------|---|
| | | | $\frac{\text{unsatisfactory deliveries}}{\text{total deliveries}} \times 100$ |
| Year 1 | 57 | 2 | 3.51% |
| Year 2 | 49 | 1 | 2.04% |
| Option Year 1 | 35 | 5 | 14.29% |
| Option Year 2 | -- | -- | --% |
| Total | 141 | 8 | -- |

2. At Article 6.12, *Transition to an e-Procurement Solution (EPS)* of PART 6 – SUPPLY ARRANGEMENT AND BID SOLICITATION;

DELETE: article 6.12 in its entirety;

INSERT:

6.12 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

Supply Arrangement No. - N° de l'arrangement
EN966-140305/L

Amd. No. - N° de la modif.
005

Buyer ID - Id de l'acheteur
526zf

Client Ref. No. - N° de réf. du client
20140305

File No. - N° du dossier
526zf EN966-140305

CCC No./N° CCC - FMS No./N° VME

**ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR SUPPLY ARRANGEMENT REMAIN
UNCHANGED**