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Place du Portage, Phase III
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**Gatineau
Québec**

K1A 0S5

Bid Fax: (819) 997-9776

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
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Issuing Office - Bureau de distribution

Linguistic Services Division / Division des services linguistiques

PSBID, PWGSC / DIASP,TPSGC

11 Laurier St. / 11, rue Laurier

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Gatineau

Québec

K1A 0S5

Title - Sujet Interpretation Services	
Solicitation No. - N° de l'invitation EN930-151094/F	Date 2016-09-09
Client Reference No. - N° de référence du client 20151094	Amendment No. - N° modif. 008
File No. - N° de dossier 504zf.EN930-151094	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$ZF-504-30283	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale 2016-06-17	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-29	
Address Enquiries to: - Adresser toutes questions à: Cardinal, France	Buyer Id - Id de l'acheteur 504zf
Telephone No. - N° de téléphone (873) 469-3899 ()	FAX No. - N° de FAX (819) 956-9235
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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This revision is issued to modify the Request for Standing Offers, provide additional instructions, and answer questions from suppliers.

1. Instructions in regards to the signature of the offer

As per Standard Instructions [2006](#) :

"Canada requires that each offer, at closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section 17."

Since there is no signature block on the form, the Offerer must sign page 1 of the Request for Standing Offer and submit it with its offer.

2. Modifications to the RFSO

At Annex F - Information on Travel and Living Expenses

DELETE the following paragraph:

Region

For work performed on a **work site** located in a region (does not include metropolitan areas)

- a. Canada will not reimburse any travel and living expenses incurred by the Contractor in the performance of the work for:
 - i. services provided within 40 km of the work site; and
 - ii. any travel between the Contractor's place of business and the work site.
- b. For services provided outside 40 km of the of the work site, Canada will pay the Contractor its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [Treasury Board Travel Directive](#) and with the other provisions of the directive referring to "travellers," rather than those referring to "employees."
- c. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the contract.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

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REPLACE with the following paragraph:

Region

For work performed on a **work site** located in a region (does not include metropolitan areas)

- a. Canada will not reimburse any travel and living expenses incurred by the Contractor in the performance of the work for:
 - i. services provided within 40 km **of the Contractor's premises**; and
 - ii. any travel between the Contractor's place of business and the work site.
- b. For services provided outside 40 km **of the Contractor's premises**, Canada will pay the Contractor its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive and with the other provisions of the directive referring to "travellers," rather than those referring to "employees."
- c. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the contract.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

3. Questions and Answers

Question 1

Would you consider providing a buffer period—15 days, for example—between the date when you stop answering our questions and the date our bid is submitted? I think we really need to absorb all the answers before preparing our definitive requests; assuming that we are not out of town during that key period. Many of us are still not back from vacation—and many of us are even getting ready to leave soon. I do not believe the September 7 deadline will allow us to fully participate in the exercise to which you are subjecting us.

I would consider it extremely useful—indispensable even—to obtain a definitive and complete version of the RFSO incorporating all of the amendments before the said buffer period, which would reduce the risk of confusion.

Answer 1

As indicated in Amendment 007, the closing date has been extended to September 29 to allow additional time.

Question 2

I have read the FAQ and have still not found what I am looking for... particularly the question regarding the regions... On the one hand, we are told that if we choose a region—Atlantic, for example—travel expenses will not be reimbursed in that region. My colleagues who attended Tuesday's meeting here in Moncton left very frustrated and were unable to stay to the end because they had to go back to work. I

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was unable to attend because I was working outside Moncton. Apparently, there were a lot of technical problems.

According to Ms. Wilson, you keep saying we should read the standing offer, but since nobody seems to understand, could you explain to me who would receive the offer if, for example, my fee is \$700 here in Moncton and \$600 for a colleague in Fredericton, and the offer is for Sackville 60 km east of Moncton (Fredericton is 150 km west of Moncton)? In other words, will the tool take hotel and travel expenses into account? We want to avoid cutting each other's throats. You apparently said to check all regions... is that so? What about expenses? Are they paid beyond 40 km from our place of residence regardless of region or the checked regions?

Answer 2

As stated in Section 7.8.3 of the Request for Standing Offers, subsequent call-ups will be awarded to the lowest priced offer, but first and foremost in accordance with the award criteria. It should also be noted that priority will be given to Offerors who provide services in the region where those services are needed. If none of the Offerors is in a position to meet the requirement in this region, the Identified User may broaden the search area until an Offeror is found who can meet the requirement.

No, there is no need to check all regions. Note that the Travel and Living expenses are calculated differently between the National Zone, Regions, and Metropolitan Areas. Please note the Clauses on Travel and Living Expenses which are part of Appendix F.

Question 3

I have a resumé and contracts to submit for Stream 2: Would you like copies of the contracts themselves or just a reference on the form with the name and contact information of a person who can confirm their accuracy?

Some of these contracts are from TB conferences, while others are from the private sector. Can I submit those as well?

Would you like copies of the diplomas?

Answer 3

The required supporting material is specified in Attachment 2 to Part 4 of the Request for Standing Offer (RFSO).

Please refer to Answer 16 in Amendment 004 for further information about references.

Question 4

Cut-off date: It is impossible to know for sure when the documents will be delivered to their intended recipient. Will the mailing date be taken into consideration, regardless of whether the documents are sent via Canada Post or a private service such as Purolator?

Answer 4

The Public Services and Procurement Canada (PSPC) Bid Receiving Unit must receive offers by the date and time and in the place indicated on page 1 of the RFSO. The mailing date will not be taken into consideration.

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Question 5

I know it has been decided that preparation/documentation time for complex technical conferences will not be paid. Nor will you be paying a broadcasting premium. You would prefer an all-in price for events in Stream 2 – High Stakes Events.

I believe you are mistaken.

I currently accept rate X for conferences involving a cabinet minister or other high-ranking person. That is currently the same as my rate for Stream 1 conferences. However, if you no longer wish to exercise your professional judgement (or that of the Conference Interpretation Service) by adding a day for conference preparation/documentation at the interpreters' request, I will request a higher rate for conferences in Stream 2, regardless of the conference, whenever a high-ranking person is involved. This also applies to broadcast premiums.

What I am getting at is that the government will end up paying me more (too much in some cases) for all of Stream 2 conferences.

Surely that is not the intention.

QUESTION

Do you intend to review this decision and allow the Conference Interpretation Service to exercise its specialized professional judgement?

Answer 5

No, we do not intend to review this decision.

Question 6

There also seems to be a lot confusion about Section 2.2 Regions. I believed we had to check ALL of the regions where we wanted to work, or else we would not be considered for a conference (outside the Greater Vancouver Area in my case), with the drawback of not being paid for travel and living expenses. Is my understanding correct?

Answer 6

Please refer to Answer 2 of this Amendment

Question 7

My colleague has informed me that the RFSO forms will be updated and that the current forms might no longer be valid.

I want you to know that my offer is ready and that everything is in the envelope and ready to mail. I would like to point out that I see no problem with amending the forms to accommodate a greater number of interpreters and facilitate the bidding process—on the contrary—but I do think that anyone who did the preparation work based on the original terms should in no way be penalized and forced to redo the work. In my humble opinion, since you set the rules in the first place, you should accept the original (current) forms as well as the new ones if you make changes midway through the process. That would make sense.

Answer 7

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We recommend that Offerors make sure that the form (old or new version) meets the Request for Standing Offer requirements.

Question 8

I would like some clarifications about the work location. If I declare that I am based in Ottawa, the National Capital Region, and the TB offers me a contract in Winnipeg, can I assume that the fees and per diems will be paid/reimbursed like they were in the past?

Answer 8

Yes, as indicated in Appendix F of the RFSO, travel expenses will be allocated if you have to travel more than 40 km from your location.

Question 9

I have a question about the Parliamentary Events stream of the RFSO.

Some interpreters plan to submit a collective standing offer for the Parliamentary Events Stream through an interpretation firm. Under the terms of the RFSO, the Offeror—an interpretation firm in this case—is required to indicate the accredited resources it intends to make available to Parliamentary and Conference Interpretation Services. I presume it will also have to indicate the days when these resources are generally available. Will the interpretation firm have complete freedom to determine its resources' assignments? In other words, can the firm decide to supply any resource it wants on the days it has agreed to provide resources? The RFSO does not provide much information on these types of specific questions, nor about specific conditions for Parliamentary contracts.

Answer 9

See Answer 10 of Amendment 004.

Question 10

Can you tell me how to find the names and contact information of “representatives” for technical conferences or high stakes events requested on the registration form? These details are not provided on contracts produced by the Translation Bureau.

Answer 10

As indicated in Answer 6.6 of Amendment 003, you must appoint a Translation Bureau representative who can corroborate the information provided in your offer.

Question 11

It appears that the question as to whether interpreters not taking part in this RFSO could eventually take part in a later RFSO has been partially answered.

This brings up another question: how long do the AB and the TB plan to maintain accreditation for interpreters who will not be participating in this or later RFSOs?

Answer 11

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The TB maintains its accreditation at its discretion. In the event of complaints, the Bureau reserves the right to re-evaluate interpreters and require them to retake the accreditation test based on the results of such evaluations.

Question 12

Use of Standard Acquisition Clauses and Conditions (SACC)

The wording of the RFSO is largely based on the Standard Acquisition Clauses and Conditions (SACC) manual. Some of the statements do not correspond to the realities of interpreting and lead to difficulties in interpretation (no pun intended). There are also some typos.

Q: Have you considered adapting the wording of certain clauses from the SACC Manual to the realities of the profession, as opposed to copying them verbatim?

Answer 12

No. The RFSO clauses will remain as they are for reasons related to the standardization of supply documents.

Question 13

Email

The RFSO makes numerous references to emails and the need for Offerors to respond within a specific time frame. The only practical way for an interpreter to confirm receipt of the email is to use the "read receipt" option in the email application.

Q: Can the Standing Offer Authority and the Contracting Authority agree not to deactivate this function on their end, thus ensuring that an email required from the interpreters under the terms of the RFSO is promptly acknowledged?

Answer 13

We will look into what we can do to modify settings. An acknowledgement of receipt will be sent where applicable.

Question 14

Item 1. Redress and procedural fairness

There are several references to interpreters' obligations that could give rise to sanctions such as the loss of the RFSO or accreditation (see, for example, 7.19 of the RFSO). However, no mention of redress, dispute settlement or procedural fairness has been found—even with reference to a section of the SACC Manual. The undersigned is of the opinion that the RFSO should contain at least one reference to remedies and/or dispute settlements. Perhaps that is part of the general conditions? (I found nothing under 2035).

Q: Can you confirm that remedies are available in all cases and procedural fairness is respected in all matters involving sanctions? One or more references to the SACC would be sufficient, as applicable.

Answer 14

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According to Clause 6 of Appendix I – Unfavorable Evaluations and Sanctions, interpreters always have a recourse before a sanction is applied. That means they will have an opportunity to correct the situation before measures are taken by Canada.

Question 15

Item 2. Resource proposed by a single Offeror

Excerpt from the RFSO

3.2 Proposed resources

ii) The same resource cannot be proposed by more than one Offeror.

This clause creates a serious problem. It appears to indicate a misunderstanding of how freelance interpreters operate. They are free agents who can accept offers from any firm or organization that wishes to make use of their services and meet professional conditions. According to this clause, an interpreter has to choose between self-employment or working with a firm or group (for the purposes of the RFSO)—but not both. For us interpreters, there is no issue of confidentiality (other than professional discretion) or conflict of interest like there is for legal professionals or management consultants that could justify this clause.

This clause practically guarantees that no other firm or group will submit an offer.

Q: Other than the fact that this clause is in the SACC Manual, what reasons would justify its inclusion—at least in the NCR?

It also follows that this clause may constitute an unreasonable restraint on trade in the case of interpreters, considering the characteristics of this profession, which could raise a legal problem.

Q: Have you obtained an opinion from your legal department confirming that this clause does not constitute an unreasonable restraint on trade, specifically with respect to interpreters? Yes or no?

Answer 15

In order to promote fair and equitable competition, and to avoid situations where the same interpreter is selected more than once, no resource can be proposed by more than one Offeror.

Question 16

Item 3. Status and Availability of Resources

Excerpt from the RFSO

5.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives.

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience.

The Offeror must advise the contracting authority of the reason for replacement and provide the following: [...]

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For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

(Clause M3020T)

See also 7.13.2 SACC Manual Clauses
M3020C (2010-01-11) Status and Availability of Resources

I understand that these are boilerplate clauses taken from the Manual. These clauses do not lend themselves well to the realities of interpreting for several reasons—including the fact that the average length of each contract is only a few days—and I am willing to bet that this was not taken into account when the clause was written.

This clause also poses another problem. When a supplier obtains an offer more than a few days before the expected delivery, and the supplier has identified resources (named, including the supplier), there is a possibility that this resource (interpreter) may have to withdraw for personal or professional reasons other than those set out at the end of 5.3.1 of the RFSO. A replacement would then be found under the same conditions as 5.3.1.

Q: Other than the fact that this is a standard clause, why limit the reasons for withdrawal to those indicated, in the specific case of interpreting?

Answer 16

The following part of Clause 5.3.1 – Status and Availability of Resources will be withdrawn from the RFSO:

“For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.”

Question 17

Item 4. Project Authority

Excerpt from the RFSO

7.5.3 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer. The Project Authority is the representative of the department or agency for whom the work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the work under the call-up.

For interpreters, the definition (second sentence) is ambiguous—no doubt due to the fact that this is another clause taken from the Manual, whose wording conflicts with the realities of interpreting. The interpreter works for the Translation Bureau, thus for PWGSC. However, it is our opinion that the client is the Department or organization that is holding the event and requesting our services from the Bureau.

Q: Which is it?

The undersigned believes the client to be the representative of the Department that is holding the event, and will use the term in this way throughout the remainder of this document.

Answer 17

No. If the Translation Bureau issues the call-up or order, it is the Translation Bureau that is the client.

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Question 18

Item 7. Travel Expenses

Excerpt from RFSO

7.16.2 Reimbursement of Travel and Living Expenses in Case of Cancellation

In the event of cancellation, the Offeror must cancel reservations and obtain refunds due from third parties. Expenses incurred by the Offeror that are not reimbursed by third parties will be reimbursed by Canada on presentation of supporting documents in accordance with the **National Joint Council Travel Directive**.

Q: Can you confirm that, unless Canada or the Project Authority agrees to the reimbursement, the interpreter will not be required to purchase a non-refundable travel voucher (of any kind)? Yes or no? If not, by what authority?

Answer 18

Yes. In the event of cancellation by Canada, the Offeror will be reimbursed upon presentation of supporting documents.

Question 19

Upon receipt of a contract requiring travel (authorized), the interpreter will often purchase a ticket immediately to avoid being caught short when the travel date arrives. The interpreter assumes the financial consequences as this expense is incurred well before the event.

Q: Do you have any general instructions on how to proceed?

Answer 19

Please see Clause 7.15 – Cancellation or Amendment of a Call-Up

Question 20

Item 10. Short-term events

Appendix C – Basis of Payment

Simultaneous Interpretation Working Day

A number of events consist of conference calls that can vary between one and two hours in length.

Q: What are the resource assignment rules in cases where the total work duration is much less than four hours?

Answer 20

The TB reserves the right to reassign an interpreter up to the regular interpretation workload (four hours for two interpreters, six hours for three interpreters) for a single day.

Question 21

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The detailed event schedule is rarely followed to the letter, especially when it comes to breaks and meal times (time and duration).

Q: How can interpreters obtain information on total hours worked and have it validated, as applicable?

Answer 21

The subsequent call-up would be amended in the event of a change.

Question 22

Item 11. Work Location

Excerpt from the RFSO

Appendix F – Information on Travel and Living Expenses

Work site – Will the work be done on Government of Canada or the Offeror's premises?

Most of the time, it is neither.

Q: Are hotels, meeting rooms or teleconferencing facilities considered government premises when the Government of Canada rents them (or otherwise secures their use) for the event (yes or no)?

Answer 22

Yes

Question 23

Excerpt from the RFSO

Appendix F – Information on Travel and Living Expenses

Calculation of travel time

For travel requirements outside 40 km of the resource's work site, the Contractor is to be paid 50% of the firm all-inclusive per diem rate for the total amount of time spent travelling (from the resource's work site to the destination). Travel time is not to be paid for time spent commuting.

Here is another example of wording taken verbatim from a standard Manual clause which does not take interpreting into account. Interpreters do not commute, because they have no regular worksite. The last sentence is therefore inapplicable in the case of interpreters. Most interpreters do not have worksites distinct from their residences.

Q: Can you confirm whether travel by an interpreter who leaves his or her residence to go directly to a site (outside his or her own zone or region) more than 40 km away will be reimbursed in full (yes or no)? If not, why not and how are travel expenses paid?

Answer 23

No. According to the above-mentioned clause, a supplier is paid only for time spent working. As compensation, Canada agrees to pay part of the per diem rate for time spent travelling.

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Question 24

The process requires that we first receive a request for availability, but you told us that does not mean we will automatically receive a subsequent order. Fine. Let's say that I accept a government request, and later that day I receive a firm offer from another employer for several days—including this day. Could I inform the government that I am no longer available to accept its offer as the availability obligation applies only to a subsequent order?

Answer 24

The commitment applies when a subsequent request is issued.

Question 25

Here is another case in point. I receive a request for availability from the government and I already have an option in the private sector. It has always been standard practice in our profession that I would first ask for confirmation of the other option before turning the government down. That can sometimes take a little time. Would the government agree to wait for me to receive a response (as is currently the case) or must I respond immediately to the request for availability?

Answer 25

You must respond immediately to the request for availability.

Question 26

Appendix F

The table in this appendix makes no sense to me. I do not see how it relates to our profession. It refers to "frequent client-contractor meetings" and "Contractor's premises."

We never have frequent meetings with the client. We do not work in our own premises.

This table should be completely rewritten to make it truly relevant to our profession.

Answer 26

This is a standard template used as an example for all professional services.

Question 27

Calculation of Travel Time

There is some confusion between the Contractor's "premises" and "work site."

For example, it says: "for the total amount of time spent travelling (from the resource's work site to the destination)."

However, the box just below says: "travel expenses... outside 40 km of the Contractor's premises."

Further down, the paragraph entitled "Region" on page 56 says: "outside 40 km of the work site."

The meaning of these terms should be specified and their use standardized, as we cannot tell what is a "work location," etc.

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Answer 27

More specifically, the work location is the specific location where the services are rendered, which is equivalent to "work site" used in the Request for Standing Offer.

Question 28

I also have a question about the certification form indicated in Paragraph 3.3, Section 1 – Certifications required with the offer.

We are asked to indicate the bid number on the form. What is this number?

Answer 28

The bid number is written in the Solicitation No. – Invitation No. box on the first page of the Request for Standing Offers.

Question 29

Could you please tell me whether a Canadian senator is considered a high-ranking person for purposes of high stakes events?

Answer 29

According to Appendix A:

A high-ranking person can be a head of state, a prime minister, a minister, a deputy minister, a speaker, an MP, a diplomat, a judge or any other person occupying an equivalent position.

- Events involving the Prime Minister:
 - Visits from the Prime Minister in Canada and abroad,
and
 - Press conferences involving the Prime Minister.
- Events involving ministers:
 - Events involving ministers or their teams.
- Meetings with premiers:
 - Events involving provincial premiers and the Prime Minister.
- International Events:
 - Events involving high-ranking participants in Canada and abroad; and
 - High media coverage.
- Hearings or other events involving the Supreme Court
- Other events of equivalent profile and complexity.

Question 30

Let us take the case of an Offeror that is an entity (corporation).

Part 7 (p. 24) states: "The Offeror must hold a valid organization security clearance as indicated in the request for availability."

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First, where does it say on the Request for Availability form (Appendix G, p. 58) that the Offeror must have an organization security clearance? The form requires the security clearance level of each proposed individual resource, together with the validity period and security screening certificate number.

Second, to whom must the Offeror submit its application for organization security clearance, if required?

Third, will Offerors who submit organization security clearance applications be given temporary numbers (if the organization security clearance number granting process is long) that they can use for the Request for Standing Offers?

Answer 30

Clause 1.4 of the Request for Standing Offers indicates that there is no security requirement.

For all additional information on how to obtain the necessary security clearances, Offerors should go to the PSPC [Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) at (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

No temporary number will be assigned to the Offeror as the Request for Standing Offers does not include any security requirement.

Question 31

I need an explanation with regard to Amendment 005, since an answer seems to contradict what the RFSO says.

Question 4 asks whether three paper copies must be sent together with an electronic copy on DVD and another on a USB key.

You answered yes to that question.

However, the RFSO states:

3.3

Section I: 3 paper copies and 1 electronic copy on CD, DVD or USB key.

It is therefore a matter of choosing from these three forms and sending only one electronic copy, not two as indicated in Question 4 of Amendment 005. Please specify what is required.

There is no answer to Question 2: are all Offerors required to fill in the certification form even those who have Secret security clearance?

Answer 31

See Question 3 of Amendment 007.

You do not have to fill out the certification form if you are able to declare that you have not committed any infractions.

Question 32

Can you please tell me whether I need to fill out a Declaration of Convicted Offences (point 3.1 states that the Offeror must, where applicable, submit a Declaration with its offer...)? I assume everything was checked when I was assigned a security clearance. A Yes or No answer would be much appreciated.

Answer 32

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See Answer 36.

Question 33

The offer/Section I must be submitted on paper with an electronic copy on a USB key. Unfortunately, when I transfer the interpreting file to a USB key, the PBN is no longer displayed. Can you tell me what I have to do to transfer the file to a USB key without losing the PBN? Can I still send my offer even if the PBN is not on the USB version?

Answer 33

See Question 3 of Amendment 007.

Question 34

I am unable to enter the start and end date on page 5, Stream 2, Supporting Documentation—the boxes are still framed in red. Do you want the year to be entered as four digits followed by a dash and the month as two digits? Each time I try, I get a pop-up message saying that the date format is invalid.

Answer 34

Please make sure the dates correspond to the dates indicated in the Request for Standing Offers (5-year term – June 2011 to June 2016).

Question 35

You do not request any supporting documents for Stream 3. If the resource is qualified for Stream 2, is it therefore automatically qualified for Stream 3?

Answer 35

No. For Stream 3, you only need to enter the names of each of the proposed resources.

Question 36

Can I hand-deliver the offer to 11 Laurier St., Phase III, Core 0B2?

I am worried about a postal strike and the deadline is September 7 at 2:00 pm. If possible, may I bring the offer to the office at Core 0B2?

Answer 36

Yes, you may bring it in person to the above address. The closing date is September 29.

Question 37

What happens to an Offeror who does not reside in one of the defined Metro Areas? Just as an example, would somebody in Saint John, NB choose the Atlantic Region, or somebody in Regina, SK, the Western Region?

However, Section 2.2 of Response Form - Section I specifically states that:

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"Canada **will not pay any travel or living expenses** in the region or regions selected by the Offeror.", so does that mean that they are then expected to travel within their whole (fairly large) region without ever being reimbursed for any travel costs?

Similarly, an Offeror who chooses the National Zone would be expected to undertake all the required travel across the country without claiming any expenses at all?

Answer 37

Travel and living expenses are calculated differently for the national zone, regions and metropolitan areas.

See Annex F for more details on the Travel and Living Expenses.

That being said, priority will be given to Offerors that are offering their services in the region where the requirement is required.

Example

Interpretation services are required in the Vancouver metropolitan area. The Identified User will enter Vancouver metropolitan area in the search engine. All Offerors that offer interpretation services in the Vancouver metropolitan area and that meet the other requirements (stream, language combination, security clearance, if applicable, and availability) will appear on the list of Offerors. If none of the Offerors are in a position to meet the requirement in the Vancouver metropolitan area, the Identified User may broaden the search area to the Pacific Region, where the travel and living expenses will be reimbursed in accordance with Annex F. If none of the Offerors are in a position to meet the requirement in the Pacific Region, the Identified User may broaden the search area to the National Zone, where the travel and living expenses will be reimbursed in accordance with Annex F.

Question 38

Is all the televised work I did on CPAC (with the former PM, current PM, party leaders, etc.) a high stakes event?

Answer 38

High stakes events are described as follows:

Events involving one or more high-ranking people from Canada or abroad. A high-ranking person can be a head of state, a prime minister, a minister, a deputy minister, a speaker, an MP, a diplomat, a judge or any other person occupying an equivalent position.

or

Event with media coverage: an event where the media are present;

or

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an event of a technical or complex nature requiring specific knowledge or in-depth understanding of a specialized field or subject.

Question 39

Could you please tell me how many copies of the forms you want?

Answer 39

The number of copies is indicated in part 3 of the RFSO.

Question 40

Could you please tell me where you would like me to send the forms?

Answer 40

The forms must be sent to the Bid receiving unit as indicated on the left top corner of the cover page of the RFSO.

Question 41

Is a call-up (demande subséquente) the equivalent of an option?

Answer 41

The definition of a call-up (commande subséquente) can be found at section 1.2 Glossary of Part 1 of the RFSO:

Call-up against a Standing Offer: Call-up issued by identified users in accordance with the terms and conditions of the SO. A separate contract is created each time a call-up is issued against a standing offer. When a call-up is issued, the terms and conditions are already in place, and acceptance by Canada of the Contractor's offer is unconditional. Canada's liability shall be limited to the actual value of the call-ups issued within the period specified in the SO.

Question 42

If a call-up is an option, once the interpreter indicates that they are available, can they withdraw this availability before the call-up is confirmed? For instance, the interpreter accepts a call-up on May 15 for a conference taking place on June 1. The interpreter then receives a confirmed offer for June 1-3 from the private sector before the June 1 call-up is confirmed. Can the interpreter withdraw from the call-up without being penalized? And if there is a penalty, what is it?

Answer 42

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Once the contractor confirms their availability on the Request for Availability Form, it cannot be withdrawn.

OR

Once a call-up is issued, the availability of the Contractor cannot be withdrawn.

After sending a positive response to the request for availability form but prior to the call-up being issued, can the contractor modify their request for availability form?

Question 43

In the table on p. 49 (English version), under the heading "work site", if the answer is "no preference," the "outcome" indicates that the Government of Canada pays travel and living expenses outside the 40 km zone. HOWEVER, in the Response Form, p. 3, 2.2 Regions, it is indicated in bold that "Canada will not pay any travel or living expenses in the region or regions selected by the Offeror." Does this mean that Canada will not pay any travel or living expenses if the interpreter selects "National Zone"?

Answer 43

Please refer to the Answer 1

Question 44

I am willing to work anywhere in Canada as long as my expenses are paid (travel, lodging, per diem). If I only select Toronto as my metropolitan area, might I also be asked to work elsewhere in the country, or does it limit me to the metropolitan Toronto area (where I will not be paid for any expenses)?

Answer 44

Please refer to the Answer 1

Question 45

When filling out the information for "high stakes events" in the Section A Response Form, should I also give the name of the person at the TB who actually contacted me (for example, Krissi Michaud) or is it sufficient to indicate "Translation Bureau" as "name of client" and "Matthew Ball" as "name of representative"? Of course, this question only applies to high stakes events organized by the Government of Canada.

Answer 45

For High Stakes events, you must provide the name of the client for which the interpretation services were provided as well as the current contact information (name and email address) of a representative able to confirm the offerer's information.

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If the work was completed for the Translation Bureau, the representative named must be able to confirm the information provided.

Question 46

Has the 25% supplement for broadcast/webcast been eliminated?

Answer 46

Offerors must indicate a firm all-inclusive per diem rate in Canadian dollars, excluding applicable taxes. They will not be paid a supplement for broadcast/webcast.

Question 47

At the end of the Response Form, it says "validate/print". Is it possible to save the form? If so, how do I do so? If my only choice is to print it out, I will have to create a scan and save this scan so that I can load it onto the USB key. Have I understood correctly?

Answer 47

It is possible to save the form by clicking on the "Save" button in the Adobe Reader toolbar. Offerors must print the form before saving it.

Question 48

Are there any specific requirements regarding the name we give to the file containing the Response Form?

Answer 48

No.

Question 49

Point 8. Invoicing

Extract from the RFSO

7.5.3 Invoicing instructions

Invoices must be submitted in accordance with section 12 of General Conditions "Invoice Submission."

Q: Payment is monthly. Should invoices be submitted monthly or by call-up (or either)?

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Answer 49

Invoices can be sent for each call-up, and must be in accordance with section 12 of the General Conditions.

Question 50

Point 9. Unpaid preparatory meetings

Extract from the RFSO

A.11 Preparatory meetings

The Contractor must attend preparatory meetings at the request of the Project Authority. Unless otherwise indicated by the project authority, no additional payment will be authorized for preparatory meetings.

Really??

Once again this standard clause does not fit with the profession. The average contract lasts but a few days. I can understand the inclusion of this standard clause for say management consultants undertaking a study lasting some weeks or months. In our case, a preparatory meeting would represent a significant portion of the total time devoted to the event. It would also deprive the interpreter of a day's work, a not insignificant amount. It is quite unreasonable IMHO to demand that interpreters attend unpaid prep meetings.

Now, I realize that that, to my knowledge, no such prep meetings have been requested in the past. This is no excuse for not removing the clause, for two reasons : we are still bound by it; and the very fact that the clause would be in the RFSO document might well incite departments and agencies to resort to it!

Q: Are you prepared to remove this clause from the RFSO (yes or no)? If not, please explain.

Q: In the alternative, can you confirm that if the request for a prep meeting is not mentioned in the Request for availability form, interpreters are not bound by this clause (yes or no)? (The Request for availability form contains the statement of work; 7.8.5 m.)

Answer 50

The clause will not be removed from the RFSO. The offerer must submit all-inclusive rates (except for taxes) in its offer.

All clauses in the RSO are part of any Request for availability and Call-up.

Question 51

Point 12. Quality control and sampling

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Extract from the RFSO

ANNEX I
Quality control and sampling

3 Frequency of sampling
Sampling will be done as needed and at the project authority's discretion

5 Sampling report
Once completed, the sample report sheet is sent to the project authority, who then gives it to the interpreter.

It is not at all clear what the project authority is doing here. Quality control of interpreters can only be done by the Bureau. Further, once the conference is over, the interpreters have no further contact with the project authority. Perhaps I just don't understand the purpose of this clause.

Q: Does this mean that the evaluation is done on the spot and the results given to the project authority, then to the interpreter before the end of the event (yes or no)? If not, when and how does the project authority give the evaluation to the interpreter.

Answer 51

The project authority means a representative from the Translation Bureau. The project authority will give the evaluation to the interpreter after the conference/event.

Question 52

Point 13. Retroactive approval of contracts

Extract from the RFSO

ANNEX J
Protocol and Operating Standards for Identified Users and Offerors
2 Retroactive approval of contracts

... In accordance with the Treasury Board's Contracting Policy, besides a few exceptions, this practice is strictly prohibited. ...

It is 8 o'clock in the morning. As I rise, my phone rings. It is the Translation Bureau. Am I available immediately for a conference that starts in 30 minutes. Before the contract officer can even complete the form, I am in the booth in a Centretown hotel.

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Section **6.5.15.5. Retroactive Approval of Contract** in the PWGSC Acquisition Manual is not relevant as it addresses contracts with ministerial approval going to Treasury Board.

In the situation described above, it is either take an interpreter with no contract or not provide interpretation services. The current regime (and this has been authorized by TB) ensures that meeting client needs prevails over bureaucracy.

Q: What rules apply to the situation described above?

Answer 52

As stated in paragraph 7.9 of Part 7 A.

"The work will be authorized **or confirmed** by the Identified User through form PWGSC-TPSGC 942 (Call-up Against a Standing Offer)."

Question 53

Once the contract is signed by the interpreter, will she or he be paid according to the otherwise applicable rules (2035 16;no extra delay) on submission of her/his invoice (yes or no)?

Answer 53

The Contractor will be paid in accordance to the General Conditions.

Question 54

Point 14. Additional certifications – high impact events

Response form - Part I

3.3 Additional certifications

Under the current regime, interpreters have no reason to keep records of the details of the events they interpret (attendees, in particular Ministers; technical nature of the event,etc.). It may be difficult for some to find and put forward 4-6 high stakes events.

Q: Are administrative tribunal hearings high impact events? (if not all, please provide a list of which tribunals are considered high-stakes).

Q: Are public hearings of the Canadian Nuclear Safety Commission and the CRTC high stakes events?

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Q: Is work at CPAC, which is broadcast, often live, a high stakes event?

Answer 54

Please refer to answer 3.

Question 55

Can assignments for the multilinguals be included as high-stakes events?

Answer 55

Please refer to answer 3.

Question 56

When I quote a rate, what about the 25% supplement for broadcasting? This would apply only in specific cases, not as a rule. FYI – this supplement is based on The Hague Convention on Intellectual Property, to which Canada is a signatory.

Answer 56

Please refer to Answer 11.

Question 57

I am not clear about whether to mark Metropolitan Toronto or Canada (or both). I will happily work anywhere in the country, provided I get paid for travel, hotel and meals. Of course, in Metropolitan Toronto, there will be no additional costs.

Answer 57

Please refer to Answer 1.

Question 58

Under 5.1 Certifications required with the offer

5.1.1 Integrity Provisions - Déclaration of Convicted Offences

I just got my security clearance and have filled out all those documents already...

5.2. Certifications precedent to issuing of a Standing Offer

5.2.1 Integrity Provisions

When I try to open up the link for the Inexigibilité and Suspension Policy I get a message that the page is being worked on.

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Answer 58

More information regarding these certifications can be found at the following link:

<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Question 59

Other than my resume and the letter certifying that I have TB Accreditation, is there anything else that I need to add to the completed Section 1 before I bind the copy and send three of them to you along with one completed page for Section 2 and the USB key?

Answer 59

The Offer Preparation Instructions can be found in the RFSO at section 3.3.

Question 60

Point 6. Cancellation or amendment

Extract from the RFSO

7.15 Cancellation or amendment of a call-up

An Identified User can cancel or amend a call-up in whole or in part. To cancel or amend a call-up, the Identified User must send a notice in writing to the Contractor by email.

(a) Notice to amend a call-up (applies to all streams)

The amendment notice must be sent to the Contractor as soon as possible

see also

A.5.1 For all workstreams

Conference interpreters are recruited for the day and work in teams.

If, on the one hand, Canada wishes to tie interpreters down so as to have the flexibility to change assignment hours (when made necessary), and on the other hand wishes to avoid disputes with interpreters when such last minute changes are made, it behooves Canada clearly to define the word "day". Current practice, though not formally defined, is "business hours".

Q: What is a day (A.5.1)? Precisely what hours are included?

Answer 60

The hours will be indicated on the call-up.

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Question 61

The statements on availability in 5.3.1 and 7.13.2 refer to the period specified in the request for availability form, because this latter contains the Statement of Work (7.8.5 m.), which is the object of the contract. Therefore, there is no breach of the availability obligation if an interpreter is not available during the new time period specified in an amendment. (Note: if day means "business hours", interpreters will remain available). Current practice is that the contract is set aside (cancelled) and there are no adverse consequences for the interpreter.

Q: Can you confirm that under the circumstances above described, an interpreter not available during a new time period specified in an amendment can set the call-up aside and suffer no adverse consequences (yes or no)? If not, please explain.

Answer 61

If an amendment to a call-up is issued to change the time period of the original call-up, and the resource is not available during the new time period, the contractor will suffer no adverse consequences.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED