

**REQUEST FOR STANDING OFFER (RFSO)
1000032416**

FOR THE REQUIREMENT OF

**French and English Simultaneous Interpretation
Services for In-Person, Virtual, and/or Hybrid
Meetings/Events**

FOR THE

DEPARTMENT OF JUSTICE CANADA

AMENDMENT 003

Standing Offer Authority:

Kayla Pordonick

Email: Kayla.Pordonick@justice.gc.ca

RFSO 1000032416 AMENDMENT 003

PART 1: Questions and Answers

Question 2A	<p>Mandatory criteria M3 for this RFSO says: The Offeror must demonstrate that each proposed interpreter holds a valid interpreter certification but that for any other certification, the Offeror must submit an equivalency acceptance request before the solicitation closing date.</p> <p>We are wondering if you would accept an organizational certification in lieu of individual interpreter certifications? Our organization is certified under the National Standard Guide for Community Interpreting Services (NSGCIS), which provides for the highest level of professionalism and reliability on the part of interpretation service providers.</p> <p>This certification means that all of our interpreters meet this nationwide standard upon hiring.</p> <p>Would you accept this certification along with a minimum number of years' experience, combined with post-secondary education or other training?</p>
Question 2B	<p>For M3, could the following be considered equivalent to CTTIC or OTTIAQ certification?</p> <p>10 years of professional interpretation experience</p>
Question 2C	<p>M-3 requires that all interpreters be certified by a Canadian professional association of translators. Though it is a common practise for translators, it is less standard for interpreters. Would JUS consider any equivalency with the following credentials?</p> <ol style="list-style-type: none"> a. Interpreters who have completed Master of Conference Interpreting (MCI). b. 5+ years of experience as an interpreter.
Answer 2A, B & C	<p>JUS has amended M3 as a result of these questions. Please see Part 2 of this document, which amends Mandatory Criteria M3.</p>
Question 3A	<p>What is the expected value of the resulting contract? Please provide an estimate number events per year. We understand that this can be difficult to predict, and that there are no guarantees, but thank you for providing an estimate in good faith.</p>
Question 3B	<p>Is there a specific budget or estimated annual spend for this RFSO?</p>
Answer 3A & B	<p>There will be up to three (3) standing offers awarded as a result of this solicitation. Work will be allocated using the right of first refusal method amongst the offerors. As JUS does not currently have a departmental-wide salutation in place, it is not feasible for us to provide an estimate for the number of events we anticipate per year, especially given it changes based on needs. Over the last few years, JUS has spent roughly \$200,000.00 per year in interpretation services.</p>
Question 4A	<p>The requirement is for virtual (remote), in-person, and hybrid interpretation. Please provide an approximate breakdown of the needs. We understand that this can be difficult to predict, and that there are no guarantees, but thank you for providing an estimate in good faith:</p> <ul style="list-style-type: none"> • % of virtual events (remote interpretation) • % of in-person events (in the NCR region) • % of hybrid events (could interpreters provide services remotely in these cases?)
Question 4B	<p>Historically, what is the expected duration for assignments/events?? What percentage of events requires in-person interpreting vs remote (virtual) interpreting?</p>
Answer 4A & B	<p>It is very hard to provide an accurate estimate on the breakdown of events as requested, given JUS cannot foresee future needs and there is uncertainty once again due to COVID-19 and the potential implications it may have on our operations. JUS would anticipate more virtual events than in-person. Providing a % breakdown would not be beneficial as it would not be accurate. If/when a hybrid event is required, it will be up to the specific Project Authority to identify on the SRF whether interpreters would need to be physical present, provide the services remotely only, or both.</p>
Question 5	<p>Who has provided these services to JUS in the past? (Is there an incumbent?)</p>
Answer 5	<p>JUS has not previously established a departmental wide solution for interpretation. There have been many companies that have provided these services to JUS in the past – there is no specific incumbent that can be named.</p>

Question 6	<p>As it is mentioned in respect to technology (i.e., the platform which will allow interpreters to connect to each event):</p> <ol style="list-style-type: none"> a. Zoom includes an integrated platform for interpretation. Will JUS use a full license of the Zoom software and take responsibility of the technical aspects? b. Alternate platforms such as MS Teams and others, require a companion platform to allow interpreters to connect. If JUS will be using one of these alternatives, will it be the responsibility of JUS or the Bidder to ensure the platform is correctly set up for simultaneous interpreting (the latter would involve additional costs)?
Answer 6	<p>The answer for both a. and b. is yes, JUS will be responsible for all technical aspects and set up. This RFSO is only for the interpretation services.</p>
Question 7	<p>As it pertains to the Security Requirements, particularly individual clearances, please confirm that these can be obtained after award. Would DOJ sponsor the selected supplier's resources to obtain the clearances in a timely manner?</p>
Answer 7	<p>Security requirements do not have to be met until time of award – not at time of bid closing. Therefore, a company can respond to this RFSO without meeting the security clearances required – both organizational and individual. The resulting Standing Offer cannot be awarded until the organizational clearance is met and interpreters cannot be added to the standing offer until their individual clearances are met. Please refer to the AFR form attached to the solicitation that is to be submitted with the offer in order for JUS to help obtain the clearances required.</p>
Question 8	<p>The RFSO's SOW states that Canada would provide all required technology for the events. Please confirm this, meaning that suppliers will only need to provide the actual interpretation services.</p>
Answer 8	<p>That is correct, this requirement is solely for interpretation services and not for any accompanying technology required for the meetings/events to take place. The only technology required to be supplied by the Contractor as per the SOW is as follows: The Contractor must ensure the interpreter(s) has/have a computer/the equipment required and are provided the meeting link to complete the simultaneous interpretation for virtual meetings/events.</p>
Question 9	<p>In the "Basis of Payment" all services are required on a "per hour" basis. Please consider the following and provide comments:</p> <ol style="list-style-type: none"> A) For all simultaneous interpretation, it is industry standard that two (2) resources be allocated to each event. Is this understood? B) For remote simultaneous interpretation, it is industry standard that there is a two (2) hour minimum. Is this understood? C) It states that if simultaneous interpretation is recorded, there will be no additional cost charged to JUS. The reality is that there are costs associated with this. Did JUS mean to say that any costs related with recording must be included in the proposed price? D) For in-person events, what is the minimum billable hours per event? Per industry standards, it should be a half-day at the least. Please clarify.
Answer 9	<ol style="list-style-type: none"> A) As per the SOW, JUS has identified that: It is up to the Contractor to decide how many interpreters and which individuals are assigned to any meeting/event, based on the meeting/event duration, etc. so long as the simultaneous interpretation of spoken content provided meets JUS standards (as identified in section 8 below) and consistent terminology is used. We are not the subject matter experts and acknowledge the Contract will be in the best position to identify this, based on the SRF provided from the Project Authority. B) JUS has amended the Annex B – Basis of Payment to allow a two (2) hour billing minimum per interpreter for each meeting/event for virtual services. C) If there are costs associated with recording, they must be included in the propose hourly rates. There is to be no extra cost charged to JUS for the need to record outside of the identified rates in the Annex B – Basis of Payment. D) JUS has amended the Annex B – Basis of Payment to allow a four (4) hour billing minimum per interpreter for each meeting/event for in-person services. <p>Please see Part 2 of this document, which amends the Annex B – Basis of Payment.</p>
Question 10	<p>The Pricing Schedule requires Bidders to provide a flat, all-inclusive, rate per hour. However, as per industry standards:</p> <ol style="list-style-type: none"> a. Simultaneous interpreters always work in pairs (2 paid resources for each event). Can the pricing table be amended to account for pricing per interpreter? b. It is standard to have 4 hours as a minimum per assignment, per interpreter. Can the pricing table be amended to include a minimum fee per assignment/interpreter?

	<p>c. As per the AIIC standard (International Association of Conference Interpreters), interpreters are typically paid either in half day (4hrs) or full day blocks (8hrs). Would JUS consider asking Bidders to propose a half-day and full-day rate as opposed to an hourly rate?</p> <p>d. If, based on the answer to Question 6, Bidders are responsible for the technology component of virtual events, can the pricing table be amended to include a section for technology support/platform access? Since this scope is separate from interpreting services and not always required, it would be in JUS's favour to include it separately so that it's only charged when applicable.</p>
Answer 10	<p>a. The Pricing Schedule and Annex B – Basis of Payment will be amended to ensure it is clear that the hourly rate is per interpreter.</p> <p>b. JUS has amended the Annex B – Basis of Payment to allow a two (2) hour billing minimum per interpreter for each meeting/event for virtual services and four (4) hour billing minimum per interpreter for each meeting/event for in-person services.</p> <p>c. No, JUS is going to remain with hourly rates per interpreter for this RFSO and resulting standing offer(s)</p> <p>d. The answer to Question 6 was no, therefore there is no need to amend the Pricing Schedule to include a section for technology support/platform access.</p> <p>Please see Part 2 of this document, which amends the Attachment 1 to Part 3 – Pricing Schedule and Annex B – Basis of Payment</p>
Question 11	<p>As per the RFSO, there will be no additional cost charged to JUS if simultaneous interpretation is recorded. However, as per industry standards, there are costs associated with recording rights. Not accounting for this may impact the number of interpreters who are willing to take on assignments.</p> <p>a. Would JUS reconsider paying for recorded assignments? If yes, would these costs be negotiated between JUS and the Supplier when required?</p> <p>b. Alternatively, to standardize the fee, could the pricing table be amended to include fees as a % premium that would be charged for recording rights?</p>
Answer 11	Please see Answer 9 C) above.
Question 12	<p>Given that interpreters have daily assignments:</p> <p>a) How far in advance would the short meeting be scheduled?</p> <p>b) What is the expected duration for the short meeting?</p> <p>c) If the interpreters are not available for the requested time, would another date and time be scheduled, or can the short meeting be replaced with interpreters logging in 30 minutes before appointment start time?</p>
Answer 12	<p>a) It will be up to each Project Authority to submit their Service Request Form as per the Call-up Procedures found in section 7.9 of the RFSO. JUS cannot give an accurate estimate of how far in advance they would be scheduled – it will differ depending on meeting and Project Authority.</p> <p>b) Short meetings will vary in length depending on the specific needs of the different Project Authorities. As identified in this amendment, regardless of whether the short meeting length, JUS will allow a two (2) hour billing minimum per interpreter for each meeting/event for virtual services and four (4) hour billing minimum per interpreter for each meeting/event for in-person services.</p> <p>c) The Service Request Form (SRF) will be sent from the Project Authority as per the Call-up Procedures found in section 7.9 of the RFSO to the top ranked Offeror. If that Offeror does not have interpreters named under the resulting Standing Offer available, they can when returning the SFR add additional resources in order to meet the needs (see section 7.9.3 Additional Resources). If the Offeror has no resources available, they would return the SRF to indicate that, and the Project Authority would then send the SRF to the next ranked Offeror.</p>
Question 13	<p>Can JUS confirm that this would be billable time at the contracted rate?</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>The Contractor must work collaboratively with the service request's identified Project Authority from the time of engagement through to the completion of service delivery. The Project Authority may request a short meeting a day prior to the event with the Contractor's assigned interpreter(s) and audio-visual technicians (those services not included under this requirement) to ensure technical parameters are met and functioning optimally.</p> </div>

Answer 13	If a short meeting a day prior to the event is required, it would be identified on the Service Request Form submitted to the Offeror by the Project Authority. The interpreters would be entitled to be compensated as per the hourly rate identified in the resulting Standing Offer for their time required for the meeting and the Offeror should capture that amount in the estimated level of effort they submit on the SRF response.
Question 14	Regarding Section IV: Additional Information, are we to provide the completed AFR form for this component? If our company already holds the required security clearance, is the AFR form still required or would proof of our clearance be sufficient?
Answer 14	For Section IV: Additional Information, it is clearly identified what is required on Page 8 of 34 in the RFSO document. The AFR form is required as per Part 5, 5.2.2 Security Requirements – Required Documentation. The AFR form is still required to be submitted with the offer even if the company already holds a valid clearance.
Question 15	Regarding the noted cancellation/rescheduling policy, professional Conference Interpreters in Canada generally expect to be paid for their full booking once they have committed to the assignment, regardless of whether services are provided or not. Amending the policy from 24 hours to 5 business days would go a long way to meeting these interpreters halfway. Would JUS consider amending the policy from 24 hours to 5 business days?
Answer 15	Yes, JUS will amend to allow for five (5) business days' notice. Please see Part 2 of this document, which amends the Annex A – Statement of Work and Annex B – Basis of Payment.

PART 2: Amendment to RFSO

Amend the following within the RFSO 1000032416:

DELETE:

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE, IN ITS ENTIRETY

AND REPLACE WITH:

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Offeror must complete this pricing schedule and include it in its financial bid. At a minimum, the Offeror must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all-inclusive hourly rate (in CAD \$) per interpreter for each of the categories of services identified.

The Offeror must quote a firm all-inclusive rate per interpreter per category as listed below, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Offeror must provide rates on the initial period of the Standing Offer; as well as, rates on the two (2) one (1) year option periods.

The quoted rates from the below table will be used for the financial evaluation.

The evaluated price will be calculated by the sum of the three (3) periods of the proposed standing offer.

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for:

- (a) Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/>;
- (b) Any travel between the Offeror's place of business and the NCR; and
- (c) Any relocation of resources required to satisfy the terms of the Standing Offer

Category:	Virtual Simultaneous Interpretation (for meetings located anywhere within Canada)	
	Standing Offer Period	Firm All-Inclusive Hourly Rate Per Interpreter
	Initial Period : Date of Award to March 31 2025	\$ [Insert amount]
	Option Period #1 : April 1, 2025 to March 31, 2026	\$ [Insert amount]
	Option Period #2 : April 1, 2026 to March 31, 2027	\$ [Insert amount]
	Total Price – Virtual (=A1+A2+A3):	\$ [Insert amount]

A1
A2
A3
A4

Category:	In-Person Simultaneous Interpretation (for meetings located in the National Capital Region only)	
	Standing Offer Period	Firm All-Inclusive Hourly Rate Per Interpreter
	Initial Period : Date of Award to March 31 2025	\$ [Insert amount]
	Option Period #1 : April 1, 2025 to March 31, 2026	\$ [Insert amount]
	Option Period #2 : April 1, 2026 to March 31, 2027	\$ [Insert amount]
	Total Price – In-Person (=B1+B2+B3):	\$ [Insert amount]

B1
B2
B3
B4

TOTAL OFFER EVALUATION PRICE (=A4+B4):	\$ [Insert amount]
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ALSO DELETE:

From ATTACHMENT 1 TO PART 4 – MANDATORY TECHNICAL CRITERIA

Item	Mandatory Criteria	Met	Not Met
M3	<p>The Offeror must demonstrate that each proposed interpreter holds a valid interpreter certification from either:</p> <ul style="list-style-type: none"> one (1) of the member societies of the Canadian Translators, Terminologists, and Interpreters Council (CTTIC) (https://www.cttic.org/member-societies/); or the Ordre des traducteurs terminologues et interprètes agréés du Québec (OTTIAQ). <p>In order to be compliant with M3, proof of certification for each propose interpreter must be provided.</p> <p>NOTE: For any other certification, the Offeror must submit an equivalency acceptance request before the solicitation closing date. A response will be provided by way of addenda.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Demonstration</u>			

AND REPLACE WITH:

Item	Mandatory Criteria	Met	Not Met
<p>M3</p>	<p>The Offeror must demonstrate that each proposed interpreter either:</p> <p>A) holds a valid interpreter certification from:</p> <ul style="list-style-type: none"> • one (1) of the member societies of the Canadian Translators, Terminologists, and Interpreters Council (CTTIC) (https://www.cttic.org/member-societies/); or • the Ordre des traducteurs terminologues et interprètes agréés du Québec (OTTIAQ). <p><u>OR</u></p> <p>B) holds a Masters of Conference Interpreting (MCI) and has a minimum of five (5) years (60 months) of experience providing simultaneous interpretation services in French to English or English to French.</p> <p><u>OR</u></p> <p>C) has a minimum of 10 years (120 months) of experience providing simultaneous interpretation services in French to English or English to French.</p> <p><u>NOTE:</u></p> <ul style="list-style-type: none"> • In order to be compliant with M3: <ul style="list-style-type: none"> ○ proof of certification/education for each propose interpreter must be provided ○ the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months. • For any other certification, the Offeror must submit an equivalency acceptance request before the solicitation closing date. A response will be provided by way of addenda. 	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Demonstration</u></p>			

ALSO DELETE:

From ANNEX A – STATEMENT OF WORK

12. CANCELLATION OR RESCHEDULING

JUS reserves the right to cancel or reschedule the simultaneous interpretation services, with or without cause, by providing written notice to the Contractor by email. If written notice is provided to the Contractor 24 hours or more before the scheduled meeting/event date(s)/time(s), there will be no penalty or charge for such cancellation or rescheduling.

AND REPLACE WITH:

12. CANCELLATION OR RESCHEDULING

JUS reserves the right to cancel or reschedule the simultaneous interpretation services, with or without cause, by providing written notice to the Contractor by email. If written notice is provided to the Contractor five (5) business days or more before the scheduled meeting/event date(s)/time(s), there will be no penalty or charge for such cancellation or rescheduling.

ALSO DELETE:

ANNEX B – BASIS OF PAYMENT, IN ITS ENTIRETY

AND REPLACE WITH:

ANNEX "B" BASIS OF PAYMENT

PROFESSIONAL SERVICES

During the period of the Standing Offer, for Work performed in accordance with the Standing Offer and the issued call-up, the Offeror will be paid the firm all-inclusive hourly rates per interpreter below.

The rates below include the total estimated cost of any travel and living expenses that may need to be incurred for:

- (a) Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website:
<http://laws.justice.gc.ca/eng/acts/N-4/>;
- (b) Any travel between the Offeror's place of business and the NCR; and
- (c) Any relocation of resources required to satisfy the terms of the Standing Offer.

Category:	Virtual Simultaneous Interpretation (for meetings located anywhere within Canada)
Standing Offer Period	Firm All-Inclusive Hourly Rate Per Interpreter
Initial Period Date of Award to March 31 2025	\$ [Insert amount]
Option Period #1 April 1, 2025 to March 31, 2026	\$ [Insert amount]
Option Period #2 April 1, 2026 to March 31, 2027	\$ [Insert amount]

Category:	In-Person Simultaneous Interpretation (for meetings located in the National Capital Region only)
Standing Offer Period	Firm All-Inclusive Hourly Rate Per Interpreter
Initial Period Date of Award to March 31 2025	\$ [Insert amount]
Option Period #1 April 1, 2025 to March 31, 2026	\$ [Insert amount]
Option Period #2 April 1, 2026 to March 31, 2027	\$ [Insert amount]

(amounts and names will be inserted at Standing Offer Award)

RECORDING

If the simultaneous interpretation is recorded, there will be no additional cost charged to JUS.

MINIMUM BILLABLE HOURS

For virtual interpretation services = two (2) hour billing minimum per interpreter.

For in-person interpretation services = four (4) hour billing minimum per interpreter

CANCELLATION OR RESCHEDULING

If written notice is provided by JUS to the Contractor a minimum of five (5) business days before the meeting/event, there will be no penalty or charge applicable for cancellation or rescheduling of the meeting/event.

If written notice is provided by JUS to the Contractor less than five (5) business days before the meeting/event, JUS will be charged 100% of the cost associated with the interpretation services initially scheduled.