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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Standing Offers Reporting and the Security Requirements Check List.

### 2. Summary

The Canadian Human Rights Tribunal has a requirement for Transcription Services of Digital Voice Recordings produced at hearings and proceedings before the Canadian Human Rights Tribunal.

The Period of the Standing Offer is from issuance to June 30, 2014.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two, 1 year periods, from July 1, 2014 to June 30, 2015 and July 1, 2015 to June 30, 2016 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The estimated yearly volume is 4000 pages.

The requirement is limited to Canadian goods and/or services.

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### **3. Security Requirement**

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security and Part 7 - Standing Offer and Resulting Contract Clauses.

### **4. Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: Ninety (90) days

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### 4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (3 hard copies)  
Section II: Financial Offer (2 hard copies)  
Section III: Certifications (2 hard copies)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Attachment 1 to Part 3, Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Offeror should complete this pricing schedule and include it in its financial offer once completed. As a minimum, the Offeror must respond to this pricing schedule by including in its financial offer for each of the periods specified below its quoted firm all inclusive price (in Cdn \$).

### 1. Standing Offer Period (from issuance to June 30, 2014)

#### 1.1 Transcription Requirements

Table 1				
	A	B	C	D
	Requirement	Estimated Number of Pages	Firm all inclusive rate per page (excluding GST/HST)	Total Evaluated Price = column (B*C)
A	Transcription of Digital Voice Recordings, within 10 calendar days of receipt of data.	4,000	\$	\$
B	Transcription of Digital Voice Recordings, within 5 calendar days of receipt of data.	100	\$	\$
C	Transcription of Digital Voice Recordings, within 1 calendar day of receipt of data.	50	\$	\$
Total Evaluated Price (sum of column D) =				\$

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## 2. Extension of Standing Offer (From July 1, 2014 to June 30, 2015)

### 2.1 Transcription Requirements

Table 2				
	A	B	C	D
	Requirement	Estimated Number of Pages	Firm all inclusive rate per page (excluding GST/HST)	Total Evaluated Price = column (B*C)
A	Transcription of Digital Voice Recordings, within 10 calendar days of receipt of data.	4,000	\$	\$
B	Transcription of Digital Voice Recordings, within 5 calendar days of receipt of data.	100	\$	\$
C	Transcription of Digital Voice Recordings, within 1 calendar day of receipt of data.	50	\$	\$
Total Evaluated Price (sum of column D) =				\$

**3. Extension of Standing Offer (From July 1, 2015 to June 30, 2016)**

**3.1 Transcription Requirements**

Table 3				
	A	B	C	D
	Requirement	Estimated Number of Pages	Firm all inclusive rate per page (excluding GST/HST)	Total Evaluated Price = column (B*C)
A	Transcription of Digital Voice Recordings within 10 calendar days of receipt of data.	4,000	\$	\$
B	Transcription of Digital Voice Recordings within 5 calendar days of receipt of data.	100	\$	\$
C	Transcription of Digital Voice Recordings within 1 calendar day of receipt of data.	50	\$	\$
Total Evaluated Price (sum of column D) =				\$

**4. Summary**

Table 4	
Total Evaluated Price (sum of: Table 1 + Table 2 + Table 3) =	\$
GST/HST as applicable =	\$

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria		
#	Mandatory Technical Criterion	Offer Preparation Instructions
MT1.1	<p>The Offeror must provide transcriptionists that have a minimum of 3 years experience (from the Request for Standing Offer closing date), using digital recordings as per the scope of work described in Annex A.</p> <p>For the purpose of this requirement one year is defined as 100 days of effort within any one calendar year period since January 1996.</p>	<p>The Offeror's Technical Offer must demonstrate that they have provided for the services of a minimum of 2 transcriptionists, each having a minimum of 3 years experience (from the Request for Standing Offer closing date) using digital recordings as per the scope of work described in Annex A.</p> <p>For each Transcriptionist the Offeror must provide:</p> <ol style="list-style-type: none"> <li>Their name;</li> <li>Description of experience;</li> <li>Start and end date of services provided i.e. from mm/yy to mm/yy; and</li> <li>The Client name(s), contact telephone number(s) and e-mail addressee's, for whom they provided services in c) above.</li> </ol>

Mandatory Technical Criteria (continued)		
#	Mandatory Technical Criterion	Offer Preparation Instructions
MT1.2	The Offeror must have experience, within the last 3 years from the Request for Standing Offer closing date, in transcribing both French and English recorded material.	<p>The Offeror's Technical Offer must demonstrate they have experience, within the last 3 years from the Request for Standing Offer closing date, in transcribing both French and English recorded material by submitting for each language:</p> <p>a) the details around 1 completed project; and b) The Client name(s), contact telephone number(s) and e-mail addressee's, for whom they provided services in a) above.</p> <p>Note:</p> <p>The submission of a bilingual project in the place of either the English and French project, or both the English and French project, is acceptable.</p>

## 2. Basis of Selection

### 2.1 M0031T (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### 2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act,

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S.C.. 1995, c. 44;

- c) ( ) is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

### 2.2.1 SACC Manual Clause

A3050T (2010-01-11), Canadian Content Definition

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## PART 6 - SECURITY

### 1. Security Requirement

- 1.1 Before issuance of a standing offer, the following conditions must be met:
- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 1.2 Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 1.3 For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

- 1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### 2. Security Requirement

- 2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.
- 2.1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding Capabilities at the level of **PROTECTED A**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 2.1.2 The Contractor personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2.1.3 The Contractor **MUST NOT** utilize its Information Technology systems to electronically process **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **PROTECTED A**.
- 2.1.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 2.1.5 The Contractor must comply with the provisions of the:
- (a) Security Requirements Check List attached at Annex E;
  - (b) Industrial Security Manual (Latest Edition).

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 3.2 Standing Offers Reporting

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The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31; and  
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from issuance to June 30, 2014.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two, 1 year periods, from July 1, 2014 to June 30, 2015 and July 1, 2015 to June 30, 2016 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Stefan Ruest  
Supply Officer  
Public Works and Government Services Canada  
Project Delivery Services Division  
Professional Services Procurement Directorate  
Place du Portage  
Phase III, 10C1  
11, rue Laurier, Gatineau (Quebec)

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K1A 0S5

Telephone: 819-956-5848

Facsimile: 819-956-9235

E-mail address: stefan.ruest@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 5.2 Project Authority

The Project Authority will be named at issuance.

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

## 5.3 Offeror's Representative

The Offeror's Representative will be named at issuance.

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : The Canadian Human Rights Tribunal.

## 7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or an electronic version.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed (Applicable Taxes Included) \$\_\_\_\_\_ (to be entered at issuance).

## 9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2035 (2013-04-25), General Conditions - Higher Complexity - Services;
- e) Annex A, Statement of Work;

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- f) Annex B, Basis of Payment;
  - g) Annex C, Standing Offers Reporting;
  - h) Annex D, Security Requirements for Information Technology;
  - i) Annex E, Security Requirements Check List; and
  - j) the Offeror's offer dated \_\_\_\_\_ (to be entered at issuance).

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (to be entered at issuance).

## 12. SACC Manual Clauses

M3021T (2012-07-16), Education and Experience  
M3060C (2008-05-12), Canadian Content Certification

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## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2035 (2013-04-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **2.2 SACC Manual Clauses**

A3050T (2010-01-11), Canadian Content Definition

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **4. Payment**

#### **4.1 Basis of Payment**

The Basis of Payment is defined at Annex B.

#### **4.2 Method of Payment**

H1008C (2008-05-12), Monthly Payment

#### **4.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

### **5. Invoicing Instructions**

5.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

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- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

5.2 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6. Insurance**

G1005C (2008-05-12), Insurance

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## **ANNEX A STATEMENT OF WORK**

### **1. Title**

Transcription Services of Digital Voice Recordings for Canadian Human Rights Tribunal.

### **2. Scope**

The Canadian Human Rights Tribunal conducts hearings in various locations across Canada. All hearings before the Tribunal (testimonies, legal arguments, objections, etc.) are recorded digitally. Tribunal preliminary proceedings, including pre-hearing conferences, are conducted by way of telephone conference, video conference and in person. These are sometimes recorded digitally.

The digital voice recordings of hearings before the Tribunal are shared, upon request, with parties to the hearings.

Transcripts of Tribunal digital recordings, either in whole or in part, are required from time to time by Tribunal Members in rendering their decisions on complaints brought before the Tribunal. The presiding member may direct the Tribunal to provide copies of transcripts to the parties.

The requirement for transcripts varies greatly from year to year. It depends on the complexity of the cases that develops in the course of the hearing. In 2010-2011 the Tribunal required approximately 2000 pages; in 2011-2012, 5000 pages, and; it is projected that 3,000 pages will be required in 2012-2013 (estimated as of December 2012).

The Tribunal conducts approximately 20 hearings per year, for a total of 120 hearing days, and 170 conference calls. Case management conference calls last an average of 20 minutes.

The Tribunal estimates that transcription of digital voice recordings will be required in 10 (ten) per cent of total hearing days and that transcription services will be required in less than 1 (one) per cent of all proceedings (mainly case management conference calls).

### **3. Objective**

To obtain the services of a Contractor to provide Transcription Services of Digital Voice Recordings, produced at hearings and proceedings before the Canadian Human Rights Tribunal, on an "as and when requested" basis.

### **4. Background**

The Canadian Human Rights Tribunal is a quasi-judicial body that hears complaints of discrimination referred by the Canadian Human Rights Commission and determines whether the activities complained of violate the Canadian Human Rights Act. The Canadian Human Rights Tribunal also decides cases brought under the Employment Equity Act and, pursuant to section 11 of the Canadian Human Rights Act, determines allegations of wage disparity between men and woman doing work of equal value in the same establishment. The Canadian Human Rights Tribunal is composed of a Chairperson, Vice-Chairperson, one (1) full-time member and seven (7) part-time members whose main function is to conduct inquiries into complaints of discrimination.

## 5. Definitions

Table 1	
Acronym/Word	Definition
CHRT	Canadian Human Rights Tribunal
DVR	Digital Voice Recordings
Hearing	A formal judicial or quasi-judicial proceeding presided by the Tribunal Chair and or member and with opposing parties present. A hearing may be conducted by way of in-person appearance, by video-conference or teleconference.
Proceedings	The process of conducting judicial or quasi-judicial business before a court order or other judicial or quasi-judicial officer. A "proceeding" refers to any one of the separate steps in that process, like, a motion, a hearing or a case management teleconference.
Transcript	A transcript is an official word-for-word written record in an electronic format of a digital voice recording of a proceeding before the CHRT. It may be the transcript of a hearing on the merit of a case before the Tribunal or a proceeding such as a case management conference call.

## 6. Requirements

### 6.1 General

The Contractor must:

- a) Provide Transcription Services of DVR on an "as and when requested" basis i.e. upon receipt of a Call-up and a DVR from the CHRT Project Authority.

### 6.2 Availability of Resources

The Contractor must:

- a) Have the resource(s) available to produce electronic transcripts of the sound recordings, as per the received Call-up.

### 6.3 Language Requirements

The Contractor must:

- a) Provide CHRT with Transcription Services of DVR in English, French or bilingual (English and

French) as requested in the received Call-up.

#### 6.4 Detailed Description of Services

The Contractor must:

- a) Produce electronic files in unlocked PDF format of all transcripts requested;
- b) Ensure the electronic files are searchable using Adobe, Version 7 or current version as requested by CHRT;
- c) Ensure Transcript's are formatted as follows:
  - i) Minimum of 25 lines per page with an average of 250 words per page with the exception of the cover, the front and last page;
  - ii) Double spaced;
  - iii) New paragraphs or new speakers to be indented only fifteen (15) spaces;
  - iv) Last page of each transcript to be signed and dated by the transcriptionist certifying the accuracy of the transcript;
  - v) Optimization to be set at 100%;
  - vi) Font type to be used is Courier;
  - vii) Font size to be used is 12 pt;
  - viii) Margins to be no greater than:
    - a) Top Margin: 0.750";
    - b) Bottom Margin: 0.750";
    - c) Left Margin: 2.31";
    - d) Right Margin: 0.770";
  - ix) Names and complete addresses of witnesses called to testify to be indicated in the transcript;
  - x) All pages to be numbered at the top centre of page;
  - xi) Only five (5) spaces to be left after a colon before continuing with the text;
  - xii) Canadian spellings to be used at all times; and
  - xiii) Starting and finishing times for Tribunal proceedings to be indicated on all transcripts.
- d) Ensure a title page, index/witness list and exhibit list is placed at the front of each volume of Transcript of which the format will be determined by the CHRT and specified in the Call-up.
- e) Ensure that no more than 2 percent of the transcript is deemed inaudible; and
- f) Return CHRT supplied DVR with transcripts at Contractor's cost.

#### 7. Delivery Time Frames/Method of Delivery

The Contractor must:

- a) Upon receipt of Call-Up and DVR, based on the requirement, deliver transcripts within the following time frames:
  - i) ten (10) calendar days;
  - ii) five (5) calendar days; or
  - iii) 1 day (by 9:00 am next business day).
- b) Deliver the transcripts via email to the Project Authority indentified on the Call-up.

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## 8. Equipment and Facilities

The Contractor must:

- a) Be responsible for the supply of all personnel, equipment, supplies and machinery necessary for the production of a transcript of hearings/proceedings as required by the CHRT; and
- b) Ensure all courier charges for the deliverables will be the responsibility of the Contractor.

Note:

A USB foot pedal will be required for playback for transcription purposes;  
([http://www.libertyrecording.com/LR\\_KB\\_Pedal.htm](http://www.libertyrecording.com/LR_KB_Pedal.htm)).

Most of the time the CHRT uses the Philips Conference Recording System to digitally record hearings and case management conference calls. The audio recording can be played on Windows media player.

There are also possibilities that the Liberty Recording software be used ([www.libertyrecording.com/LCR\\_main.htm](http://www.libertyrecording.com/LCR_main.htm)). If this is the case, the CHRT will provide access to software required to enable playback of the recording for transcription of the digital voice recording. This software requires a Windows Operating System. The file will be provided in a .dcr file format, a multi-channel audio file. For further information, see ([www.libertyrecording.com/LR\\_KB\\_DCR.htm](http://www.libertyrecording.com/LR_KB_DCR.htm)).

## 9. Resource Qualification - Additional Resources

The Contractor must:

- a) Provide qualified Transcriptionists to meet CHRTs needs;
- b) Provide Transcriptionists that can provide services in English and (or) French language and (or) in both official languages; and
- c) Ensure Transcriptionists providing the services have a minimum of three (3) years of direct experience as Transcriptionists using digital recordings.

Note:

For the purposes of this requirement, one year experience is defined as 100 days of effort within any one calendar year period since January 1996.

## 10. Inspection

The Project Authority will also be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection Authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the acceptability of the work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

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5M000-12C038/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

105z1

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

5M000-12C038

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## ANNEX B BASIS OF PAYMENT

### 1. Standing Offer Period (From issuance to June 30, 2014)

#### 1.1 Basis of Payment Table

Table 1		
	A	B
	Requirement	Firm all inclusive rate per page (excluding GST/HST)
A	Transcription of Digital Voice Recordings, within 10 calendar days of receipt of data.	\$ (to be entered at issuance).
B	Transcription of Digital Voice Recordings, within 5 calendar days of receipt of data.	\$ (to be entered at issuance).
C	Transcription of Digital Voice Recordings, within 1 calendar day of receipt of data.	\$ (to be entered at issuance).

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## 2. Extension of Standing Offer (From July 1, 2014 to June 30, 2015)

### 2.1 Basis of Payment Table

Table 1		
	A	B
	Requirement	Firm all inclusive rate per page (excluding GST/HST)
A	Transcription of Digital Voice Recordings, within 10 calendar days of receipt of data.	\$ (to be entered at issuance).
B	Transcription of Digital Voice Recordings, within 5 calendar days of receipt of data.	\$ (to be entered at issuance).
C	Transcription of Digital Voice Recordings, within 1 calendar day of receipt of data.	\$ (to be entered at issuance).

### 3. Extension of Standing Offer (From July 1, 2015 to June 30, 2016)

#### 3.1 Basis of Payment Table

Table 1		
	A	B
	Requirement	Firm all inclusive rate per page (excluding GST/HST)
A	Transcription of Digital Voice Recordings within 10 calendar days of receipt of data.	\$ (to be entered at issuance).
B	Transcription of Digital Voice Recordings within 5 calendar days of receipt of data.	\$ (to be entered at issuance).
C	Transcription of Digital Voice Recordings within 1 calendar day of receipt of data.	\$ (to be entered at issuance).

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## **ANNEX C STANDING OFFERS REPORTING**

The Contractor must report on a quarterly basis on the call-up/contract activities. The minimum reporting requirements are as follows:

- a) the standing offer number;
- b) the supplier name;
- c) the reporting period;
- d) the call-up/contract number for each call-up/contract, including amendments;
- e) the client department;
- f) the contracting authority;
- g) the date of the call-up/contract;
- h) the call-up/contract period;
- i) the line items acquired/services provided; and
- j) the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

## **ANNEX D SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY**

### **1. Security Requirements for Information Technology**

In regards to Security Requirements for Information Technology the Contractor must:

- a) have the ability to receive the client information via e-mail or facsimile;
- b) have the ability to receive the information in a word processor format e.g. Word, or a spreadsheet format e.g. Excel;
- c) retain electronically received information e.g. Word documents or Excel documents in password protected directories;
- d) ensure backup of information on a weekly basis; and
- e) ensure received hard copy information is stored in locked file cabinets.

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File No. - N° du dossier

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

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CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX E SECURITY REQUIREMENTS CHECK LIST**



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

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Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVÉRS)**

PART A: CONTRACT INFORMATION / PARTIE A: INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
Canadian Human Rights Tribunal		Registry Operations
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provide the Canadian Human Rights Tribunal with transcription services on an 'as and when required' basis		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED Information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED Information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity;  
Dans l'affirmative, indiquer le niveau de sensibilité:

No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non  Yes / Oui  
 No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  
 No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  
 No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  
 No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  
 No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  
 No / Non  Yes / Oui



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	✓															
IT Media / Support TI / IT Link / Lien électronique	✓															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Lino Joyal		Title - Titre A/Deputy Registrar	Signature 
Telephone No. - N° de téléphone 613-995-8175	Facsimile No. - N° de télécopieur 613-995-3484	E-mail address - Adresse courriel lino.joyal@chrt-tcdp.gc.ca	Date June 14, 2013
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Amal Picard		Title - Titre Director, Internal and Corporate Services	Signature 
Telephone No. - N° de téléphone 613-947-1038	Facsimile No. - N° de télécopieur 613-995-3484	E-mail address - Adresse courriel amal.picard@chrt-tcdp.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) STEFAN RUEST		Title - Titre Supply Officer	Signature 
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date June 19, 2013
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature 
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 19-06-2013

**Jill Mahon**  
Contract Security Officer, Contract Security Division  
Jill.Mahon@tpsyc-pwgsc.gc.ca  
Tel/Tél - 613-960-0164 / Fax/Télé - 613-954-4171