

RETURN BIDS TO:
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Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St./11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Novau 0A1**

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

There is a security requirement.

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Special Projects/Projets Spéciaux
11 Laurier St./11, rue Laurier
Place du Portage/, Phase III
Floor 10C1/Étage 10C1
Gatineau
Québec
K1A 0S5

Title - Sujet COURT REPORTING SERVICES	
Solicitation No. - N° de l'invitation 4R001-13R001/A	Date 2013-07-09
Client Reference No. - N° de référence du client 4R001-13R001	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZL-104-26229
File No. - N° de dossier 104zl.4R001-13R001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-25	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Carriere, Gerry	Buyer Id - Id de l'acheteur 104zl
Telephone No. - N° de téléphone (819)956-6260 ()	FAX No. - N° de FAX (819)956-9235
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: COMPETITION TRIBUNAL ROYAL BANK CENTRE STE 600 90 SPARKS ST OTTAWA Ontario K1P5B4 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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, Basis of Payment, IT Security Requirement and the Security Requirements Check List.

2. Summary

The purpose of this Request for Standing Offer (RFSO) is to obtain the services of a Offeror to provide the Registry of the Competition Tribunal with verbatim court reporting services (using digital recording) including related transcription services on an "as and when requested" basis.

The period for making call-ups against the Standing Offer is from date of issuance to June 30, 2015.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 2 additional two year periods, from July 1, 2015 to June 30, 2017 and from July 1, 2017 to June 30, 2019 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.

3. Security Requirement

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

4. Debriefings

After issuance of a standing offer, 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.

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) (<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: one hundred and twenty (120) 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 Province of 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.

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 (4 hard copies);

Section II: Financial Offer (2 hard copies); and

Section III: Certifications (1 hard copy).

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>).

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 the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

Former Public Servant – Competitive Requirements

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with

Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

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-
- a) name of former public servant;
 - b) conditions of the lump sum payment incentive;
 - c) date of termination of employment;
 - d) amount of lump sum payment;
 - e) rate of pay on which lump sum payment is based;
 - f) period of lump sum payment including start date, end date and number of weeks;
 - g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

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, 2015)

1.1 Attendance Fees

Table 1a - Attendance Fees				
A	B	C	D	E
Item	Requirement	Estimated Frequency	Firm All Inclusive Price per Hour	Total Price = (C*D)
i)	Attendance for recording purposes only (conference calls) - 1 hour or less.	1	\$	\$
ii)	Attendance for recording purposes only (conference calls) - more than 1 hour.	1	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

Table 1b - Attendance Fees				
A	B	C	D	E
Item	Requirement	Estimated Frequency	Firm All Inclusive Price	Total Price = (C*D)
i)	Attendance per 15 min. of overtime. Note: The above overtime will be paid when each 15 minute cycle is started e.g. If 22 minutes of overtime was worked then the payout would be for 30 minutes (1st payout 0 to 15 minutes, 2nd payout greater than 15 minutes to 22 minutes).	1	\$	\$

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ii)	Attendance for recording purposes only (excluding conference calls) - 3 hours or less.	1	\$	\$
iii)	Attendance for recording purposes only (excluding conference calls) - Greater than 3 hours but less than 8 hours.	1	\$	\$
iv)	In regards to cancellation of services - contractor is notified less than 48 hours (including weekends) prior to the commencement of a hearing.	1	\$	\$
v)	In regards to cancellation of services - contractor is notified less than 24 hours (including weekends) prior to the commencement of a conference call.	1	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

1.2 Transcription Fees

Table 2 - Transcription Fees				
A	B	C	D	E
Item	Requirement	Estimated Number of Pages	Firm All Inclusive Price per Page	Total Price = (C*D)
i)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 1 day delivery .	13,000	\$	\$
ii)	Price per page for additional copies in excess of i) above - 1 day delivery .	26,000	\$	\$
iii)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports- 2 day delivery .	1,000	\$	\$
iv)	Price per page for additional copies in excess of iii) above - 2 day delivery .	500	\$	\$
v)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 5 day delivery .	1,000	\$	\$
vi)	Price per page for additional copies in excess of v) above - 5 day delivery .	1,000	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

2. Extension Period 1 (from July 1, 2015 to June 30, 2017)**2.1 Attendance Fees**

Table 3a - Attendance Fees				
A	B	C	D	E
Item	Requirement	Estimated Frequency	Firm All Inclusive Price per Hour	Total Price = (C*D)
i)	Attendance for recording purposes only (conference calls) - 1 hour or less.	1	\$	\$
ii)	Attendance for recording purposes only (conference calls) - more than 1 hour.	1	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

Table 3b - Attendance Fees				
A	B	C	D	E
Item	Requirement	Estimated Frequency	Firm All Inclusive Price	Total Price = (C*D)
i)	<p>Attendance per 15 min. of overtime.</p> <p>Note:</p> <p>The above overtime will be paid when each 15 minute cycle is started e.g. If 22 minutes of overtime was worked then the payout would be for 30 minutes (1st payout 0 to 15 minutes, 2nd payout greater than 15 minutes to 22 minutes).</p>	1	\$	\$

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ii)	Attendance for recording purposes only (excluding conference calls) - 3 hours or less.	1	\$	\$
iii)	Attendance for recording purposes only (excluding conference calls) - Greater than 3 hours but less than 8 hours.	1	\$	\$
iv)	In regards to cancellation of services - contractor is notified less than 48 hours (including weekends) prior to the commencement of a hearing.	1	\$	\$
v)	In regards to cancellation of services - contractor is notified less than 24 hours (including weekends) prior to the commencement of a conference call.	1	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

2.2 Transcription Fees

Table 4 - Transcription Fees				
A	B	C	D	E
Item	Requirement	Estimated Number of Pages	Firm All Inclusive Price per Page	Total Price = (C*D)
i)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 1 day delivery.	13,000	\$	\$
ii)	Price per page for additional copies in excess of i) above - 1 day delivery.	26,000	\$	\$
iii)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 2 day delivery.	1,000	\$	\$
iv)	Price per page for additional copies in excess of iii) above - 2 day delivery.	500	\$	\$
v)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports- 5 day delivery.	1,000	\$	\$
vi)	Price per page for additional copies in excess of v) above - 5 day delivery.	1,000	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

3. Extension Period 2 (from July 1, 2017 to June 30 2019)**3.1 Attendance Fees**

Table 5a - Attendance Fees				
A	B	C	D	E
Item	Requirement	Estimated Frequency	Firm All Inclusive Price per Hour	Total Price = (C*D)
i)	Attendance for recording purposes only (conference calls) - 1 hour or less.	1	\$	\$
ii)	Attendance for recording purposes only (conference calls) - more than 1 hour.	1	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

Table 5b - Attendance Fees				
A	B	C	D	E
Item	Requirement	Estimated Frequency	Firm All Inclusive Price	Total Price = (C*D)
i)	<p>Attendance per 15 min. of overtime.</p> <p>Note:</p> <p>The above overtime will be paid when each 15 minute cycle is started e.g. If 22 minutes of overtime was worked then the payout would be for 30 minutes (1st payout 0 to 15 minutes, 2nd payout greater than 15 minutes to 22 minutes).</p>	1	\$	\$

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ii)	Attendance for recording purposes only (excluding conference calls) - 3 hours or less.	1	\$	\$
iii)	Attendance for recording purposes only (excluding conference calls) - Greater than 3 hours but less than 8 hours.	1	\$	\$
iv)	In regards to cancellation of services - contractor is notified less than 48 hours (including weekends) prior to the commencement of a hearing.	1	\$	\$
v)	In regards to cancellation of services - contractor is notified less than 24 hours (including weekends) prior to the commencement of a conference call.	1	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

3.2 Transcription Fees

Table 6 - Transcription Fees				
A	B	C	D	E
Item	Requirement	Estimated Number of Pages	Firm All Inclusive Price per Page	Total Price = (C*D)
i)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 1 day delivery.	13,000	\$	\$
ii)	Price per page for additional copies in excess of i) above - 1 day delivery.	26,000	\$	\$
iii)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 2 day delivery.	1,000	\$	\$
iv)	Price per page for additional copies in excess of iii) above - 2 day delivery.	500	\$	\$
v)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports- 5 day delivery.	1,000	\$	\$
vi)	Price per page for additional copies in excess of v) above - 5 day delivery.	1,000	\$	\$
Total Estimated Price (excluding GST/HST) =				\$

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4. Summary

Summary Table		
1	Total Evaluated Price (sum of Table 1a to Table 6 inclusive) =	\$
2	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

Mandatory Technical Criteria		
#	Mandatory Technical Criterion	Offer Preparation Instructions
MT1.1	The Offeror must have a minimum of 4 years experience (from the Request for Standing Offer closing date) providing court reporting services and digital recording services as per the scope of work described in Annex A.	<p>The Offeror's Technical Offer must demonstrate that they have acquired a minimum of 4 years experience (from the Request for Standing Offer closing date) providing court reporting services and digital recording services as per the scope of work described in Annex A, to a minimum of 3 different outside clients. For each Client the Offeror must provide:</p> <ul style="list-style-type: none"> a) Client name; b) Client contact telephone number and e-mail address; c) Description of services provided; and d) Start and end dates of services provided (i.e. from mm/yy to mm/yy). <p>Note:</p> <p>Outside client refers to a client that is external to the offeror's organization. Parent companies, affiliates and subsidiaries are considered internal.</p>

Mandatory Technical Criteria (continued)

#	Mandatory Technical Criterion	Offer Preparation Instructions
MT1.2	The Offeror must provide certified verbatim court reporters that have a minimum of 3 years experience (from the Request for Standing Offer closing date) in courtroom or regulatory tribunal reporting using proven verbatim techniques such as: digital recording or real-time.	<p>The Offeror's Technical Offer must demonstrate that they have provided for the services of a minimum of 3 certified verbatim court reporters, each having a minimum of 3 years experience (from the Request for Standing Offer closing date) in courtroom or regulatory tribunal reporting using proven verbatim techniques such as: digital recording or real-time. For each certified verbatim court reporter the Offeror must provide:</p> <ul style="list-style-type: none"> a) Their name; b) Description of experience in providing courtroom or regulatory tribunal reporting; c) Start and end date of services provided i.e. from mm/yy to mm/yy; and d) The Client name(s), contact telephone number(s) and e-mail addressee's, for whom they provided services in the last 3 years from the Request for Standing Offer closing date.
MT1.3	The Offeror's digital recording equipment must be compatible with the Registry of the Competition Tribunal i.e. VIQ Player program provided by VIQ Solutions Inc.	<p>The Offeror's Technical Offer must demonstrate that their digital recording equipment is compatible with the Registry of the Competition Tribunal i.e. VIQ Player program provided by VIQ Solutions Inc. by providing:</p> <ul style="list-style-type: none"> a) Digital recording software to be used; and b) Confirmation of compatibility of software e.g. written confirmation from a third party or from tests done in the hearing room with Registry of the Competition Tribunal staff.
MT1.4	The Offeror must commit to use or have the capability to use the audio system already installed in the Registry of the Competition Tribunal hearing room in Ottawa.	<p>The Offeror's Technical Offer must demonstrate:</p> <ul style="list-style-type: none"> a) Confirmation of compatibility of the audio system in the RCT hearing room i.e. written confirmation of compatibility or confirmation from test completed in the hearing room with RCT staff.

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Buyer ID - Id de l'acheteur

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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 as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

1.2 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.

1.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

- 1.3.1 By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.4 Former Public Servants Certification

- 1.4.1 SACC Manual clause M3025T (2013-06-27), Former Public Servant- Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.
By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;

-
- c) date of termination of employment;
 - d) amount of lump sum payment;
 - e) rate of pay on which lump sum payment is based;
 - f) period of lump sum payment including start date, end date and number of weeks;
 - g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.5 Canadian Content Certification

1.5.1 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

PART 6 - SECURITY

1. Security Requirement

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;
 - (d) the Offeror's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the address(es) of proposed location(s) of work performance or document safeguarding.
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.
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 perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

- 2.1 The Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of CONFIDENTIAL, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2.2 The Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD, PWGSC.
- 2.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level CONFIDENTIAL.
- 2.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 2.5 The Offeror must comply with the provisions of the:
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (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.

4. Term of Standing Offer

- 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to June 30, 2015.

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 2 additional two year period(s), from July 1, 2015 to June 30, 2017 and from July 1, 2017 to June 30, 2019 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4.3 Termination on Thirty Days Notice

4.3.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

4.3.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Gerry Carrière
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Acquisition Branch
Professional Services Procurement Directorate
Place Du Portage, Phase 3, 10C1
11 Laurier St., Gatineau, Quebec

Telephone: 819-956-6260
Facsimile: 819-956-9235
E-mail address: gerry.carriere@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 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 resulting Contract.

5.3 Offeror's Representative

The Offeror's Contacts will be filled in upon issuance of the Standing Offer.

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Competition Tribunal
600- 90 Sparks St.
Ottawa, Ontario
K1P 5B4

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) 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 \$_____ (*filled in at issuance*), (Goods and Services Tax or Harmonized Sales Tax included).

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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, IT Security Requirements;
- g) Annex D, Security Requirements Check List; and
- h) the Offeror's offer dated _____ (*filled in at issuance*).

10. Certifications

10.1 Compliance

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4R001-13R001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

4R001-13R001

File No. - N° du dossier

104zl4R001-13R001

CCC No./N° CCC - FMS No/ N° VME

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. SACC Manual Clauses

SACC Manual clause M3060C (2008-05-12), Canadian Content Certification

12. 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 The Province of Ontario.

13. Insurance

SACC Manual clause G1005C (2008-05-12), Insurance

ANNEX A STATEMENT OF WORK

1. Terminology

The terminology table identifies the acronym for commonly used terms.

Terminology Table		
#	Term	Acronym/Definition
1.1	Competition Tribunal.	CT
1.2	Registry of the Competition Tribunal.	RCT
1.3	Generally, the process of conducting judicial business before the Tribunal. A "proceeding" refers to any of the separate steps in that process like, a motion, a teleconference, a video conference, a hearing or a case management conference.	Proceedings
1.4	Proceedings pursuant to Parts VII.1 and VIII of the Competition Act as well as references under Section 124(2).	Case
1.5	Exhibit: A document or an object shown and identified as evidence in a case. Normally, it is assigned an identifying letter or number in alphabetical or numerical order during a hearing.	Exhibit
1.6	A formal legal proceeding with a judge or a panel (a judge and members) and opposing sides present, but no jury.	Hearing
1.7	A method of managing the length of a hearing based on an agreed upon maximum amount of time allocated to each party to present their case. It requires the court reporter to report daily and cumulative usage of time spent by each party.	Chess clock procedure
1.8	It is usually a conference call or hearing with parties to a proceeding and presided by a judicial member of the Competition Tribunal.	Case management conference
1.9	Having at least three (3) years of direct experience in courtroom or regulatory tribunal reporting, using proven verbatim reporting techniques (e.g. digital recording or real-time).	Court Reporter
1.10	A transcript is an official word-for-word written version or copy of a recording of a legal proceeding produced by a verbatim reporter. It may be the transcript of a proceeding during a Tribunal proceeding or out-of-the-Tribunal proceeding, such as a deposition.	Transcript
1.11	Secure method of digitally transmitting recordings to an off-site location for transcription.	Live feed
1.12	The Deputy Registrar of the Registry of the Competition Tribunal.	Project Authority

2. Title

Court Reporting Services for the Competition Tribunal.

3. Background

The Competition Tribunal is a quasi-judicial adjudicative tribunal created in 1986 by the Competition Tribunal Act. It is composed of judicial members who are judges of the Federal Court and lay members who have an economic or financial background. The Tribunal mandate is to hear applications and issue orders related to the civil reviewable matters set out in Parts VII.1 and VIII and section 124(2) of the Competition Act, whose purpose is to maintain and encourage competition in Canada, and to ensure that firms compete fairly and markets operate efficiently. The Tribunal has no other function and operates at arm's length from government and its departments.

Since its creation, the Tribunal has heard cases relating to mergers, abuse of dominant position and various trade practices that involved key players in a number of industries. Some of the products and services dealt with include airline computer reservations systems, oil refining and gasoline retailing, community newspapers, aspartame, and waste disposal services.

The Registry of the Competition Tribunal provides the infrastructure for the proper conduct of the Tribunal's business anywhere in Canada as necessary. The Registry is also the repository for filing applications and documents and issuing documents and orders for all cases brought before the Tribunal. The Tribunal conducts hearings usually at its facility in Ottawa, Ontario, but they may also be held elsewhere in Canada.

4. Requirements

4.1 General - Court Reporting Services

The purpose of this RFSO is to obtain the services of a Contractor to supply the Competition Tribunal with court reporters, providing complete verbatim reporting services on an "as and when requested" basis for all hearings and selected meetings to be conducted by the Competition Tribunal.

4.2 Services Required

The Contractor must:

- a) Record the Tribunal's proceedings using digital recording equipment i.e. VIQ Solutions Inc.;
- b) Prepare transcripts of hearings and CD-ROM for a daily, 2-day or 5-day turnaround time as per the Tribunal's requirements;
- c) Ensure the CD-ROM include's the PDF and Word 2010 versions of the transcript, the Chess clock daily reports and the digital audio recording with annotations;
- d) Prepare the Chess clock reports - daily report providing daily and cumulative time spent by each counsel presenting their case; and
- e) Ensure than when ready the electronic Word 2010 and PDF versions of the public transcript are emailed to filing.depot@ct-tc.gc.ca.

4.3 Equipment

The Contractor must:

-
- a) Provide its own VIQ Solution Inc. digital recording equipment for all hearings;
 - b) Ensure the equipment:
 - i) Has the capacity to provide, at any time during a hearing or any time before the transcript has been delivered, a "play-back" service with regard to anything said as part of the official record;
 - ii) Produce's digital recordings that can be played back using the VIQ Solution Inc. digital recording program; and
 - iii) Has a separate back-up system for recording the proceedings that must be in operation at all times.
 - c) Have the equipment available at each location to be able to provide digital recording bilingual i.e. English and French services, as required;
 - d) Provide all personnel, equipment, supplies and machinery necessary for the production of a transcript of proceedings for the hearings or meetings in question; and
 - e) Be responsible for its own arrangements for photocopying equipment and facilities as well as for a secured internet connection if required.

4.4 Transcripts and Copies

The Contractor must:

- a) Provide verbatim transcript of hearings as follows:
 - i) For daily transcripts: the required number of paper copies of the transcript of proceedings and 10 paper copies of the Chess clock reports to be delivered to the Project authority before 9:00 a.m. the day following the proceedings (email with public version sent at earliest convenience);
 - ii) For 2 and 5 day deliveries: the required number of copies of the transcript of proceedings and 10 paper copies of the Chess clock reports to be delivered to the Project authority as specified in the request;
 - iii) Transcripts and audio digital recordings (including annotations) will also always be provided on CD-ROM using Microsoft Word (version 2010 or higher) and PDF (OCR) format, in a searchable PDF image;
 - iv) A Separate CD-ROM will be provided for in-camera transcripts and audio digital recordings (including annotations); and
 - v) Confidential CD-ROMs are to be identified with a red label.
- (b) Provide identification of volumes as follows:
 - i) Each volume must be hard cardboard bound but confidential transcripts must be bound separately with a red cover. When more than one (1) volume is necessary, page numbers should follow consequentially (e.g. Vol. I pages I-100/Vol. II pages 101-200).
- (c) Provide formatting of transcripts as follows:
 - i) The format and style of cause of all transcripts must be as prescribed generally by the Project authority. A transcript page must consist of not less than twenty-five (25) fully typed lines and of two hundred and twenty-five (225) typewritten words. (100% optimized, Microsoft Word - actual word count). The pages are to be of white bond paper, 21.5 cm (8.5 inches) by 27.5 cm (11 inches) and left margins - 1½ inch; top, bottom and right margins - 1 inch. Transcripts must be certified and signed by the attending court reporter; and

- ii) The transcript will provide the time each speaker i.e. counsel, witness, judge, etc. start and complete their submissions in order to prepare the Chess Clock daily report. For objections the court reporter will charge the appropriate time to the parties that lost the objection. Chess Clock reports shall be certified and signed by the attending court reporter.

(d) Provide copies of transcripts as follows:

- i) Duplication of the confidential portions of the transcripts can only be made at the Contractor's approved facilities, for which it holds a valid facility security clearance as per the SRCL.

Note:

The Project authority has the right to make as many copies of any transcript, or portion thereof, as deemed necessary for its internal use.

(e) Provide Delivery of Transcripts as follows:

- i) Deliver transcript paper copies and CD-ROMs by hand, courier service or registered mail and must deliver public versions of the transcripts via e-mail to the person specified by the Project authority within the timeframe specified in a Call-Up. Confidential transcripts must be delivered by hand only; and
- ii) All delivery charges are at the Contractor's expense.

(f) Ensure all counsel copies are delivered by hand or by other secured method of delivery to a location and time as agreed upon with counsel, with notice to the Court Registrar, at the Contractor's expense.

4.5 CD-ROMS

The Contractor must:

- a) Ensure the CD-ROMs containing the digital recording and annotations of the current day proceedings are in a format compatible with VIQ Solutions Inc. player program;
- b) Provide Electronic copies of transcripts in Microsoft Word (version 2010 or higher) and PDF (OCR) format, fully searchable, on a CD-ROM;
- c) Ensure that when practicable and permissible, all deliverables shall be recorded on one CD-ROM;
- d) Ensure an electronic version of transcripts is provided with every hard copy delivered to the Project authority; and
- e) Ensure the label for CDs include the name of the case, the court file number, the name of the presiding member and the date and location of the hearing.

4.6 Security Requirements for Confidential Materials

The Contractor must:

- a) Provide a complete and accurate list to the officiating Court Registrar, for approval, of all counsel requesting confidential portions of the transcripts;
- b) Provide the list to the officiating Court Registrar on the first day of a hearing;
- c) Provide a revised list to the officiating Court Registrar should any addition or cancellation occur

-
- d) after the first day of the hearing;
Ensure Classified or protected portions of recordings and transcripts are prepared only for the Project authority and for counsel of record that appeared at the particular in-camera hearing, (applicant, respondents, and interveners in some cases);
 - e) Ensure Tribunal copies are hand delivered to the officiating Court Registrar before the resumption of the hearing on the day following the day of the in-camera hearing, or as otherwise specified;
 - f) Ensure all counsel copies are delivered by hand or by other secured method of delivery to a location and time as agreed upon with counsel, with notice to the Court Registrar, at the Contractor's expense;
 - g) Ensure, except as provided in a) to f) above, classified or protected portions of recordings and transcripts are not to be supplied or remitted to anyone without the written prior approval of the Project authority; and
 - h) Ensure encryption technology is used for line feed services during confidential hearings.

Note:

The Contractor has the right to supply copies of unprotected transcripts to the public subsequent to the completion of the proceeding. Arrangements for the required format and delivery of transcripts should be made directly with the requestor.

4.7 Contractor's Personnel

The Contractor must:

- a) When required by the RCT, supply court reporters with at least three (3) years of direct experience in courtroom or regulatory tribunal reporting, using proven verbatim reporting techniques such as digital recording or real-time reporting;
- b) Provide court reporters that have the minimum security clearance level of Secret;
- c) Provide the number of English, French and bilingual security-cleared court reporters on strength with its firm and the number of hearings that it can support concurrently, taking into account the possibility of two (2) simultaneous hearings requiring daily transcripts, as the The RCT may schedule up to two (2) hearings running simultaneously for a period up to five (5) days requiring French, English or bilingual court reporters;
- d) Ensure the name of the court reporters providing the services will be confirmed to the officiating Court Registrar two (2) days prior to the commencement of the hearing;
- e) Ensure Court reporters are on site at least half an hour before the commencement of the hearing to ensure their equipment is installed and functioning; and
- f) Ensure all provided personnel dress conservatively and in a manner in keeping with the respectful and dignified image of the Tribunal.

Note:

The Project authority of the Tribunal reserves the right to refuse a particular Court Reporter and the Contractor must provide a replacement acceptable to the Tribunal e.g. unacceptable dress code.

4.8 Language Requirements

The Contractor must:

Provide verbatim court reporting services and related transcription services in English, French or bilingual on and off-site, as requested.

4.9 Equipment and Facilities

The Contractor must:

- a) For hearings held in Ottawa: provide digital recording equipment (VIQ) compatible with the audio system already installed in the RCT hearing room;
- b) For hearings in other hearing locations: supply its own audio equipment;
- c) Have the capacity to provide, at any given time during the hearings, a 'read-back' service with regard to anything said as part of the official record;
- d) Provide the supplies and machinery necessary for the production of accurate verbatim transcripts of the hearings in Microsoft Word (version 2010 or higher); and
- e) Be responsible for its own photocopying equipment and facilities for transcription services.

4.10 Quality Control

The Contractor must:

- a) Ensure all reports, deliverables, documents, goods and all services rendered are subject to inspection by the Inspection Authority (Project authority is also the Inspection Authority) or its designated representative;
- b) Ensure that 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, then the Inspection Authority has the right to reject it or require its correction; and
- c) Ensure that any additional services associated with b) above, come at their sole expense.

Note:

Any communication with a contractor regarding the acceptability of the work performed pursuant to this contract must be undertaken by official correspondence through the Contracting Authority.

5. Work Location

The Contractor must:

- a) Provide services to the RCT and travel to sites within Canada, as required;
- b) Ensure the availability of the proposed personnel to travel as required; and
- c) Ensure no sub-contractor will be allowed to fulfill in whole or in part any obligations of the Contractor unless prior approval is obtained from the Project authority.

Note:

In regards to a) above, services will mainly be required in the National Capital Region (NCR) but a number of hearings may be held in various other locations throughout Canada.

6. Cancellation

A cancellation by the Tribunal may be made up to forty-eight (48) hours, including weekends, prior to the commencement of a sitting without any cost to the Tribunal.

A cancellation may be made up to twenty-four (24) hours, including weekends, prior to the commencement of a conference call without any cost to the Tribunal.

Cancellation costs must be in accordance with the rate established in the successful proposal.

7. Reproduction Rights

- 7.1 The RCT has the right to reproduce as many copies of the transcript, or portions thereof, as are required for its own use. Further, where a request is made to the RCT by one of the parties to obtain an audio copy of a proceeding that has been digitally recorded, the RCT may provide such a copy to the party.
- 7.2 While copyright in the material remains the property of Canada, the RCT has the right to grant the license to make copies of the material. As such the RCT hereby grants to the Contractor the non-transferable right to sell copies of the transcripts and any machine readable record of it. The Contractor does not have the right to sublicense or otherwise authorize the use of the copyright information by any party.
- 7.3 The Contractor has the exclusive right to sell copies of the transcripts to parties to the hearing, immediately upon production, at the rates specified in the Contract and in accordance with the agreed turn-around times requested by each party.
- 7.4 The Contractor has the right to sell copies of transcripts to the public. Arrangements for the required format and delivery of transcripts should be made directly with the requestor.
- 7.5 Any sale of confidential portions of the transcripts require the prior written consent of the Technical Authority.
- 7.6 After a period of (10) ten days after the appeal period of the final decision has been exhausted, the Tribunal may make the transcript of any part of the proceeding available to the public.

8. Locations of Hearings

Below is a list of cities where travel and living expenses **will not** be reimbursed by the Tribunal:

- a) St-John's (Newfoundland and Labrador);
- b) Halifax (Nova Scotia);
- c) Montreal (Quebec);
- d) Ottawa (Ontario);
- e) Toronto (Ontario);
- f) Calgary (Alberta);
- g) Edmonton (Alberta); and
- h) Vancouver (British Colombia).

9. Workload

The Tribunal does not control its workload as it is externally generated and therefore cannot guarantee the number of hearing days in any given fiscal year. Hearings before the Tribunal can last anywhere from one day to 10 weeks. Hearings last on average 2 to 5 weeks and usually require 230 to 250 pages of transcripts per day.

The services of a contractor will be required on an "as and when required" basis. The RCT may have its own employees recording the proceedings and producing transcripts of hearings. There are no

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guarantees that a contractor will be required for every hearing or that a transcript will be required for every hearing.

From October 1, 2009 to December 31, 2012 court reporting services were required as follows:

- a) Ottawa 64 days
- b) Vancouver 15 days
- c) Toronto 22 days

This information is provided for information purposes only and is not meant to be a guarantee of the number of hearing days expected for the upcoming years.

ANNEX B BASIS OF PAYMENT

Section - A

All deliverables include delivery charges and Canadian customs duty, when applicable.

There will be no charge in the event that the hearing is recessed or adjourned.

Conference calls are usually recorded remotely from the court reporter's office. A court reporter does not have to be physically present in the conference room unless specifically requested by the Project authority. Attendance for a full day of hearing is considered to be 8.0 hours including one half hour for lunch.

1. Standing Offer Period (from award to June 30, 2015)

1.1 Attendance Fees

Table 1a - Attendance Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price Per hour
i)	Attendance for recording purposes only (conference calls) - 1 hour or less.	\$ (filled in at issuance)
ii)	Attendance for recording purposes only (conference calls) - more than 1 hour.	\$ (filled in at issuance)

Table 1b - Attendance Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price
i)	<p>Attendance per 15 min. of overtime.</p> <p>Note:</p> <p>The above overtime will be paid when each 15 minute cycle is started e.g. If 22 minutes of overtime was worked then the payout would be for 30 minutes (1st payout 0 to 15 minutes, 2nd payout greater than 15 minutes to 22 minutes).</p>	\$ (filled in at issuance)

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ii)	Attendance for recording purposes only (excluding conference calls) - 3 hours or less.	\$ (filled in at issuance)
iii)	Attendance for recording purposes only (excluding conference calls) - Greater than 3 hours but less than 8 hours.	\$ (filled in at issuance)
iv)	In regards to cancellation of services - contractor is notified less than 48 hours (including weekends) prior to the commencement of a hearing.	\$ (filled in at issuance)
v)	In regards to cancellation of services - contractor is notified less than 24 hours (including weekends) prior to the commencement of a conference call.	\$ (filled in at issuance)

Total Estimated Cost of Attendance Fees: \$_____ (filled in at issuance).

1.2 Transcription Fees

Table 2 - Transcription Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price
i)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 1 day delivery.	\$ (filled in at issuance)
ii)	Price per page for additional copies in excess of i) above - 1 day delivery.	\$ (filled in at issuance)
iii)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 2 day delivery.	\$ (filled in at issuance)
iv)	Price per page for additional copies in excess of iii) above - 2 day delivery.	\$ (filled in at issuance)
v)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 5 day delivery.	\$ (filled in at issuance)
vi)	Price per page for additional copies in excess of v) above - 5 day delivery.	\$ (filled in at issuance)

Total Estimated Cost of Transcription Fees: \$_____ (filled in at issuance).

2. Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses when hearings are held outside the NCR or outside hearing locations mentioned in article 8 - Locations of Hearings, of the Statement of Work.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive ; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Travel expenses will only be paid to the Contractor from the closest city listed in article 8 - Locations of Hearings, of the Statement of Work (for example, if a hearing is held in Charlottetown, Prince Edward Island and the closest city listed is Halifax, N.S., travel will only be paid from Halifax to Charlottetown).

It is understood that no travel expenses will be charged to the Tribunal for hearings held in all cities where the court reporter resides, or resides within a 40 mile/64 kilometer radius of the hearing location, whether the court reporter is an employee of the Contractor or under an agreement with the Contractor.

All travel must have the prior written authorization of the RCT Project Authority.

The Tribunal must not accept any travel and living expenses incurred by the Contractor as a consequence of any Contractor relocation required to satisfy the terms of any resulting contract.

Total Estimated Cost - Travel and Living Expenses: \$_____ (*filled in at issuance*).

3. Total Estimated Cost

Total Estimated Cost Standing Offer Period: \$ _____ (*filled in at issuance*).

Section - B

This section is only applicable if the option to extend the Contract is exercised by Canada.

1. Extension Period 1 (From July 1, 2015 to June 30, 2017)

All deliverables include delivery charges and Canadian customs duty, when applicable.

There will be no charge in the event that the hearing is recessed or adjourned.

Conference calls are usually recorded remotely from the court reporter's office. A court reporter does not have to be physically present in the conference room unless specifically requested by the Project authority. Attendance for a full day of hearing is considered to be 8.0 hours including one half hour for lunch.

1.1 Attendance Fees

Table 1a - Attendance Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price Per hour
i)	Attendance for recording purposes only (conference calls) - 1 hour or less.	\$ (filled in at issuance)
ii)	Attendance for recording purposes only (conference calls) - more than 1 hour.	\$ (filled in at issuance)

Table 1b - Attendance Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price
i)	<p>Attendance per 15 min. of overtime.</p> <p>Note:</p> <p>The above overtime will be paid when each 15 minute cycle is started e.g. If 22 minutes of overtime was worked then the payout would be for 30 minutes (1st payout 0 to 15 minutes, 2nd payout greater than 15 minutes to 22 minutes).</p>	\$ (filled in at issuance)

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ii)	Attendance for recording purposes only (excluding conference calls) - 3 hours or less.	\$ (filled in at issuance)
iii)	Attendance for recording purposes only (excluding conference calls) - Greater than 3 hours but less than 8 hours.	\$ (filled in at issuance)
iv)	In regards to cancellation of services - contractor is notified less than 48 hours (including weekends) prior to the commencement of a hearing.	\$ (filled in at issuance)
v)	In regards to cancellation of services - contractor is notified less than 24 hours (including weekends) prior to the commencement of a conference call.	\$ (filled in at issuance)

Total Estimated Cost of Attendance Fees: \$_____ (filled in at issuance).

1.2 Transcription Fees

Table 2 - Transcription Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price
i)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 1 day delivery.	\$ (filled in at issuance)
ii)	Price per page for additional copies in excess of i) above - 1 day delivery.	\$ (filled in at issuance)
iii)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 2 day delivery.	\$ (filled in at issuance)
iv)	Price per page for additional copies in excess of iii) above - 2 day delivery.	\$ (filled in at issuance)
v)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports- 5 day delivery.	\$ (filled in at issuance)
vi)	Price per page for additional copies in excess of v) above - 5 day delivery.	\$ (filled in at issuance)

Total Estimated Cost of Transcription Fees: \$_____ (filled in at issuance).

2. Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses when hearings are held outside the NCR or outside hearing locations mentioned in article 8 - Locations of Hearings, of the Statement of Work.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive ; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Travel expenses will only be paid to the Contractor from the closest city listed in article 8 - Locations of Hearings, of the Statement of Work (for example, if a hearing is held in Charlottetown, Prince Edward Island and the closest city listed is Halifax, N.S., travel will only be paid from Halifax to Charlottetown).

It is understood that no travel expenses will be charged to the Tribunal for hearings held in all cities where the court reporter resides, or resides within a 40 mile/64 kilometer radius of the hearing location, whether the court reporter is an employee of the Contractor or under an agreement with the Contractor.

All travel must have the prior written authorization of the RCT Project Authority.

The Tribunal must not accept any travel and living expenses incurred by the Contractor as a consequence of any Contractor relocation required to satisfy the terms of any resulting contract.

Total Estimated Cost - Travel and Living Expenses: \$ _____ (*filled in at issuance*).

3. Total Estimated Cost

Total Estimated Cost Standing Offer Period: \$ _____ (*TBD*).

Section - C

This section is only applicable if the option to extend the Contract is exercised by Canada.

1. Extension Period 2 (From July 1, 2017 to June 30, 2019)

All deliverables include delivery charges and Canadian customs duty, when applicable.

There will be no charge in the event that the hearing is recessed or adjourned.

Conference calls are usually recorded remotely from the court reporter's office. A court reporter does not have to be physically present in the conference room unless specifically requested by the Project authority. Attendance for a full day of hearing is considered to be 8.0 hours including one half hour for lunch.

1.1 Attendance Fees

Table 1a - Attendance Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price Per hour
i)	Attendance for recording purposes only (conference calls) - 1 hour or less.	\$ (filled in at issuance)
ii)	Attendance for recording purposes only (conference calls) - more than 1 hour.	\$ (filled in at issuance)

Table 1b - Attendance Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price
i)	<p>Attendance per 15 min. of overtime.</p> <p>Note:</p> <p>The above overtime will be paid when each 15 minute cycle is started e.g. If 22 minutes of overtime was worked then the payout would be for 30 minutes (1st payout 0 to 15 minutes, 2nd payout greater than 15 minutes to 22 minutes).</p>	\$ (filled in at issuance)

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ii)	Attendance for recording purposes only (excluding conference calls) - 3 hours or less.	\$ (filled in at issuance)
iii)	Attendance for recording purposes only (excluding conference calls) - Greater than 3 hours but less than 8 hours.	\$ (filled in at issuance)
iv)	In regards to cancellation of services - contractor is notified less than 48 hours (including weekends) prior to the commencement of a hearing.	\$ (filled in at issuance)
v)	In regards to cancellation of services - contractor is notified less than 24 hours (including weekends) prior to the commencement of a conference call.	\$ (filled in at issuance)

Total Estimated Cost of Attendance Fees: \$_____ (filled in at issuance).

1.2 Transcription Fees

Table 2 - Transcription Fees		
A	B	C
Item	Requirement	Firm All Inclusive Price
i)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 1 day delivery.	\$ (filled in at issuance)
ii)	Price per page for additional copies in excess of i) above - 1 day delivery.	\$ (filled in at issuance)
iii)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 2 day delivery.	\$ (filled in at issuance)
iv)	Price per page for additional copies in excess of iii) above - 2 day delivery.	\$ (filled in at issuance)
v)	Price per page for original copy and 1 CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports - 5 day delivery.	\$ (filled in at issuance)
vi)	Price per page for additional copies in excess of v) above - 5 day delivery.	\$ (filled in at issuance)

Total Estimated Cost of Transcription Fees: \$_____ (filled in at issuance).

2. Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses when hearings are held outside the NCR or outside hearing locations mentioned in article 8 - Locations of Hearings, of the Statement of Work.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive ; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Travel expenses will only be paid to the Contractor from the closest city listed in article 8 - Locations of Hearings, of the Statement of Work (for example, if a hearing is held in Charlottetown, Prince Edward Island and the closest city listed is Halifax, N.S., travel will only be paid from Halifax to Charlottetown).

It is understood that no travel expenses will be charged to the Tribunal for hearings held in all cities where the court reporter resides, or resides within a 40 mile/64 kilometer radius of the hearing location, whether the court reporter is an employee of the Contractor or under an agreement with the Contractor.

All travel must have the prior written authorization of the RCT Project Authority.

The Tribunal must not accept any travel and living expenses incurred by the Contractor as a consequence of any Contractor relocation required to satisfy the terms of any resulting contract.

Total Estimated Cost - Travel and Living Expenses: \$ _____ (*filled in at issuance*).

3. Total Estimated Cost

Total Estimated Cost Standing Offer Period: \$ _____ (*TBD*).

ANNEX C IT SECURITY REQUIREMENTS

1. Introduction

This document outlines the IT Security requirements for the Competition Tribunal's contract # 4R001 13 R001 for the processing of sensitive data up to and including the level of Protected B. In absence of a formal Threat-Risk Assessment (TRA) and due to the IT portion of the Security clearance being contract specific, the intent of this document is to state the minimum safeguards required in order that the processing of sensitive information be approved by the Department's IT Security Coordinator (IT Sec Coord); Louis Lavallée - 613-957-3169.

Security is based upon layers of protection; that is, in order for the requirements of the IT Security (ITS) to effectively safeguard the information, they must be preceded and supported by other aspects of security and the associated policies. The physical, personnel and information security safeguards in accordance with the Policy on Government Security and ITS related Standards must exist prior to the implementation of ITS safeguards.

2. Mandatory Prerequisites

2.1 PWGSC Validation for Physical Security

The application of the security safeguards listed in this document are based on the mandatory requirement that the physical premises have been inspected, certified and accredited to process and store sensitive information by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services (PWGSC). The Departmental Security Officer's (DSO) office will validate the certification and notify the IT Sec Coord.

2.2 Security Policy Compliance Monitoring

The DSO's office will request a copy of the IT Security Inspection report, recommendations and vendor responses, when completed by the CISD.

The Competition Tribunal has the option to request the contractor to attend a Security/IT Security briefing session. In addition, on a frequency to be determined by the Safety, Security and Emergency Management Division (SSEMD), the Competition Tribunal retains the right to conduct inspections of the contractor's facility to ensure compliance with Government of Canada standards and policies with respect to the handling, storage and processing of protected/classified information.

3. Minimum IT Security Requirements

3.1 IT Security Policy Compliance and Monitoring

On a frequency to be determined by Technology Services Division/Information Technology Security, the Competition Tribunal retains the right to conduct inspections of the facility to ensure compliance with Government of Canada standards and policies with respect to prevention, detection, response and recovery requirements in the Operational Security Standard: Management of Information Technology Security.

3.2 Storage, Disposal and Destruction of IT Media

All material such as CD/DVDs, flash/thumb drives, workstation hard disks, server hard disks, backup tapes and any other devices used to process or store protected information (including photocopiers, scanners and printers) must be retained and properly wiped or sanitized in a manner adhering to CSEC ITSG-06: Clearing And Declassifying Electronic Data Storage Devices upon termination of the final contract.

In the event that equipment requires maintenance, support or replacement, no hardware associated with the processing or storage of protected or classified information may be given to an outside vendor.

3.3 Mobile Computing and Teleworking

Mobile computing and teleworking are prohibited. Laptops or any removable media, if used, containing protected/classified information may not be removed from the contractor's CISD-inspected site without the written approval of the DSO.

3.4 Incident Reporting

It is paramount that the Competition Tribunal's DSO and IT Sec Coord are made aware of any security-related incidents with respect to the facilities and equipment used to process and store sensitive information associated with Competition Tribunal's contracts.

The contractor must report any security-related incidents to the DSO and IT Sec Coord within two hours of an incident being detected or reported.

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ANNEX D
SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

4R001 13 R001

Security Classification / Classification de sécurité

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

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 Registry	
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 To obtain the services of a contractor to supply the Competition Tribunal with court reporters, providing complete verbatim reporting services on an as and when requested basis for all hearings and selected meetings to be conducted.			
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 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 checked="" 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"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

4R001 I3 R001

Security Classification / Classification de sécurité

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? ☒ No ☐ Yes
Non Oui
If Yes, Indicate the level of sensitivity:
Dans l'affirmative, Indiquer le niveau de sensibilité :

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 ☐ Yes
Non 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 type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" 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? ☒ No ☐ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes
Non 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 ☒ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☒ Yes
Non 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 ☐ Yes
Non Oui

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Security Classification / Classification de sécurité

Canada



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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

4R001 13 R001

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Joseph (Jos) LaRose

Title - Titre

Deputy Registrar

Signature

Telephone No. - N° de téléphone
613-954-0857

Facsimile No. - N° de télécopieur
613-952-1123

E-mail address - Adresse courriel
jos.larose@ct-ic.gc.ca

Date
March 18, 2013

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Louis Lavalée

Title - Titre

Senior IM/IT Systems Officer

Signature

Telephone No. - N° de téléphone
613-957-3169

Facsimile No. - N° de télécopieur
613-952-1123

E-mail address - Adresse courriel
louis.lavallee@ct-ic.gc.ca

Date
March 18, 2013

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?

☒ No
Non ☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel
erminda.mondero@ct-ic.gc.ca

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Anna Kulycka

Contract Security Officer, Contract Security Division

Anna.Kulycka@tpsgc-pwgsc.gc.ca

Title - Titre

Signature

Telephone No. - N° de téléphone
613-957-1258 / 613-954-4471

E-mail address - Adresse courriel

Date
May 6, 2013