



Courts Administration Service

Proposal No.: **CAS-13- 045**

Closing Date/Date de Clôture

21 October, 2013

Time - Heure

14 h - Local Ottawa Time.

GENERAL INFORMATION / CONDITIONS
RENSEIGNEMENTS GÉNÉRAUX / CONDITIONS

Title of project

Court Registrar-Technician Services / Transcription
Services, for the province of Quebec

Project Authority

To be determined

**SOLICITATION CONTAINS A SECURITY
REQUIREMENT**

Contract Authority's Address

Material Management & Contracting Services
Courts Administration Service
90 Sparks Street – 9th Floor
Ottawa, Ontario
K1A 0H9
Reference: CAS-13-045
Attn : Normand LeVoguer

Contract Authority

Normand LeVoguer

Telephone No.

613-947-4696

Facsimile No.

613-947-3214

You are invited to submit a proposal for the project named herein.

REQUEST FOR PROPOSAL



Signature :

Legal name of the proponent and business name, if applicable
:

Name in printed letters :

Address :

Title :

Date :

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PART 1 - GENERAL INFORMATION

1.0 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement.
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation.
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid.
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection.
- Part 5 Certifications: includes the certifications to be provided.
- Part 6 Security: includes specific security requirements that must be addressed by Bidders.
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include: Basis of Payment, Evaluation Procedures and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Security Requirements Check List, Declaration, Authorization and Availability Certificate, Invoice for Court Registrar-Technician Services and Invoice for Transcription Services.

2.0 Summary

a) Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to select the supplier to enter into a contract with the Courts Administration Service (CAS) to provide the services described in the Statement of Work - Annex "A", attached hereto.

b) Proposed Period of Contract

The work is to be performed from date of issue of any resulting contract to March 31, 2014. The Bidder grants to CAS the irrevocable option to extend the term of the Contract by three optional periods of up to one year each under the same terms and conditions. CAS may exercise this option at any time by sending a notice to the Bidder at least fifteen (15) calendar days prior to the then existing Contract expiry date. For example, notice must be sent for an extension of option period 2 at least fifteen (15) calendar days prior to the expiry of option period 1. The Bidder agrees that, during the extended periods of the Contract, the rates/prices will be in accordance with the provisions of the Contract.

PART 2 - BIDDER INSTRUCTIONS

1.0 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services CAS (PWGSC). The Manual is available on the Buy and Sell Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/16>
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.0 Submission of Bids

- (a) Bids must be submitted to Courts Administration Service (CAS) Bid Receiving by the date, time and place indicated on page 1 of the bid solicitation to the following address:

Courts Administration Service
90 Sparks Street 9th floor,
Ottawa, Ontario K1A 0H9

An electronic version must also be provided by electronic mail to
Normand.LeVoguer@cas-satj.gc.ca

Packages are to be identified with the solicitation indicated on the first page of this solicitation.

- (b) Due to the nature of the bid solicitation, bids transmitted only by facsimile or electronic mail to CAS will not be accepted.

3.0 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

There will be no Bidder briefing session in respect of this RFP. Bidders should not contact, or attempt to contact, any other member of CAS staff in connection with this RFP.

- (b) CAS will provide such questions, and the responses to those questions, to all suppliers who have ordered the RFP via the Government Buy and Sell website at <https://buyandsell.gc.ca/for-businesses>
- (c) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable CAS 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 CAS determines that the enquiry is not of a proprietary nature. CAS may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. CAS may not answer enquiries not submitted in a form that can be distributed to all Bidders.

4.0 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec, Canada.
- (b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

5.0 Basis for CAS' Ownership of Intellectual Property

The Courts Administration Service has determined that any intellectual property rights arising from the performance of the Work under any resulting contract will belong to Courts Administration Service, on the following grounds:

Where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

1.0 Bid Preparation Instructions

- (a) CAS requests that Bidders provide their bid in separately bound sections as follows:
 - Section I: Technical Bid (4 hard copies);
 - Section II: Financial Bid (2 hard copies); and
 - Section III: The Certifications of Part 5 (1 hard copy).
- (b) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (c) CAS requests that Bidders follow the format instructions described below in the preparation of their bid:
 - 1. use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - 2. use a numbering system that corresponds to the bid solicitation.
 - 3. bidders must provide their pricing schedule in a electronic format (as per the pricing schedule herein)

2.0 Section I: Technical Bid

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statements contained in the bid solicitation is not sufficient and may result in the disqualification of the Bidder's submission. In order to facilitate the evaluation of the bid, CAS requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) Attachment 1 to Part 4, Evaluation Procedures, contains additional instructions that Bidders should consider when preparing their technical bid.

3.0 Section II: Financial Bid

- (a) Bidders must submit their financial bid in Canadian funds and **in accordance with the basis of payment detailed in Attachment 1 to Part 3**. The total amount of applicable taxes is to be shown separately.
- (b) Bidders must submit their price(s) and (or) rate(s), Canadian customs duties and excise taxes included, as applicable but exclude applicable taxes for the province where the services are being provided.
- (c) When preparing their financial bid, Bidders should review the basis of payment in Attachment 1 to part 3, and clause 1.3 "Financial Evaluation" of Part 4.

4.0 Bidder Information

Bidders should include the following information in their bid:

- (a) Their legal name;
- (b) Their Procurement Business Number (PBN); and
- (c) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with CAS with regards to: (i) their bid; and (ii) any contract that may result from their bid.

5.0 Section III: Certifications

Bidders must submit the certifications required under Part 5.

6.0 Bid Submission

Electronic transmission of bids by such means as electronic mail, facsimile, or commercial telex will not be accepted, unless accompanied by the hard copies stipulated in clause 1.0 above and delivered to the location and by the time and date stipulated herein.

Bids submitted in response to this RFP will not be returned.

Bids received after the specified date and time stipulated herein shall be returned unopened to the Bidder and given no further consideration.

Bids should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate. Bidders should respond to every paragraph of the RFP.

In some instances "Noted" or "N/A" may be sufficient, or a reference may be made to another paragraph.

The Bidder must provide a signed declaration, as set out in Annex "C", with their bid submitted in response to this RFP. The declaration must make reference to the RFP No.CAS-13-045 The Bidder's signature shall indicate acceptance of the terms and conditions set out herein. The signatory must have the legal and corporate authority to commit the organization by making such a bid.

A contract will not be awarded until CAS receives a signed declaration from the Bidder. If the Bidder fails to provide a signed declaration when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

The bid must be structured as set out in clause 1 "Bid Preparation Instructions" of Part 3.

The Bidder's proposal should be concise and should address, but not necessarily be limited to the points that are subjected to the mandatory requirements and evaluation criteria identified herein, against which the bid will be evaluated. It is suggested that these criteria be addressed in sufficient depth in the bid.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.0 Evaluation Procedures

- (a) Bids will be assessed in accordance with the mandatory requirements of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team comprised of representatives of CAS will evaluate the bids.
- (c) Bidders with current and/or previous contracts with CAS whose quality of workmanship falls within the category of unacceptable or not satisfactory or in default / non compliant, may have their proposal rejected at CAS' discretion.

The bidder will be provided with notification of non-compliance prior to disqualification.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), **sub Bidders**, or suppliers will not be considered **The Names and authorization certifications of the employees should be included with the Mandatory technical criteria**. However, joint bids are permitted as long as all of the parties that are part of the bid are identified and are shown to meet the bid requirements.

1.2 Mandatory Technical Criteria

Refer to Evaluation procedures in Attachment 1 to Part 4.

1.3 Financial Evaluation

- (a) For bid evaluation and Bidder selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment detailed in Attachment 1 to Part 3.
- (b) **Any estimated level of service specified in the Basis of Payment detailed in Attachment 1 to Part 3 is provided for bid price evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a guaranteed work load in any resulting contract.**

2.0 Basis of Selection - Lowest Evaluated Price

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.
- (b) The responsive bid with the lowest evaluated prices, in aggregate (taking into account the court registrar-technician and transcription services) will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

1.0 Certifications

- (a) Bidders must provide the required certifications to be awarded a contract. CAS will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section III of their bid.
- (b) Compliance with the certifications Bidders provide to CAS is subject to verification by CAS during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with a request of the Contracting Authority for additional information will also render the bid non-responsive.

2.0 Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards only with the express written consent of the Contracting Authority. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Amendments to the Contracting Policy regarding the Federal Contractors Program for Employment Equity (FCP)

Contracting Policy Notice: 2013-3

Summary

The purpose of this Contracting Policy Notice is to inform departments of amendments to paragraphs 4.2.5 and 8.3.1, and Appendix D of the *Contracting Policy* that:

Raise the threshold for goods and services contracts covered by the program from \$200,000 to \$1,000,000 under the FCP;

Remove the requirement that the contractor's commitments meet standards set under the *Employment Equity Act*;

Remove the requirement for Human Resources and Skills Development Canada (HRSDC) – Labour Canada to conduct compliance reviews that follow up on the contractor's commitments;

Replace the requirement to conduct compliance reviews with the requirement for HRSDC-Labour to conduct compliance assessment based on the achievement of results (representation goals) that follow up on the contractor's commitments;

Remove the ability of companies to bid on goods or services contracts after they have been found to be non-compliant with any commitments made to implement employment equity (currently such contractors are only prevented from bidding on contracts above \$25,000);

Add a list of contractors found to be in non-compliance to be published by HRSDC-Labour;

Remove the obligation on HRSDC – Labour Canada to conduct an Employment Equity Merit Awards Ceremony; and

Make administrative changes that do not affect the substance of the policy (i.e. update the names of forms, update the name and acronym for HRSDC, update hyperlinks, correct formatting, remove internal inconsistencies, and correct grammatical and typographical errors).

Background

The amendments to the *Contracting Policy* reflect a 2012 Cabinet decision and amendments to the *Employment Equity Act* under the *Jobs, Growth and Long-term Prosperity Act*.

The policy amendments came into effect on May 9, 2013 and are available in the online version of the *Contracting Policy*.

Enquiries

For questions on this policy notice, please contact Treasury Board Secretariat Public Enquiries.

For any questions on the substance of the FCP and the amendments please contact the HRSDC Labour Program.

PART 6 - SECURITY

1.0 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: **PWGSC FILE # CAS-13-045**

1. The successful Bidder must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The successful Bidder personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The successful Bidder **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the successful Bidder must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The successful Bidder must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - (b) Industrial Security Manual (Latest Edition).

For additional information on security requirements, Bidders should consult the "Security Requirements on PWGSC Bid Solicitation - Instructions for Bidders" document on the Departmental Standard Procurement Documents Website:

<https://buyandsell.gc.ca/initiatives-and-programs/build-in-canada-innovation-program-bcip/submit-a-proposal/security-requirements>

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1.0 Statement of Work

- (a) The Bidder must perform the Work in accordance with the Statement of Work in Annex "A".
- (b) Work described at Annex "A", Statement of Work, will be provided under the Contract on an "as and when requested basis".
- (c) An obligation for any Work will come into force only when authorized by the Project Authority or by their designated authority.
- (d) The Project Authority will be determined by CAS.
- (e) Any Work performed by the Bidder in advance of any approval by the Project Authority **will be at the Bidder's own risk and expense**.
- (f) The work description, inclusive of any amendment, must fall within the scope of the Statement of Work, Annex "A".

1.1 Expenditure Limitation - Contract

CAS' total liability under this contract shall not exceed \$ _____, applicable taxes extra.

No increase in the total liability of CAS or in the price of any work resulting from any modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability to CAS to be exceeded, unless the Contracting Authority authorizes an increase.

2.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the buy and sell website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/11>

2.1 General Conditions

- a) 2035 02 (2013-06-27) General Conditions apply to and form part of the Contract.
- (b) An obligation for any Work will come into force only when authorized by the Project Authority or by their designated authority.
- (c) The Project Authority will be determined by CAS.
- (d) Any Work performed by the Bidder in advance of any approval by the Project Authority will be at the Bidder's own risk and expense.
- (e) The work description, inclusive of any amendment, of any Work must fall within the scope of the Statement of Work, Annex "A".

3.0 Security Requirement

- 1. The Bidder must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Bidder personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 3. The Bidder **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s) and the Bidder must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC. The Bidder shall be responsible for identifying the Security requirements of the Contract to their sub-Bidders and for ensuring that sub-Bidders comply with these requirements.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - (b) *Industrial Security Manual* (Latest Edition).

4.0 Term of Contract

4.1 Period of Contract

The period of the Contract is from contract issue to March 31st, 2014, with three (3) additional one (1) year periods at the sole option of CAS.

4.2 Option to Extend the Contract

The Bidder grants to CAS the irrevocable option to extend the term of the Contract by up to three (3) additional twelve (12) month periods under the same terms and conditions. The Bidder agrees that, during the extended periods of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

CAS may exercise this option at any time by sending a written notice to the Bidder at least fifteen (15) calendar days to the then existing Contract expiry date. For example, notice must be sent for an extension of option period 2 at least fifteen (15) calendar days prior to the expiry of option period 1. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5.0 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Normand LeVoguer
Courts Administration Service
90 Sparks Street – 9th Floor
Ottawa, Ontario K1A 0H9
Tel: (613) 947-4696
E-Mail Address: Normand.LeVoguer@cas-satj.gc.ca

The Contracting Authority is responsible for the management of the Contract and the Contracting Authority must authorize any changes to the Contract in writing. The Bidder must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract will be identified at the issuance of the Contract.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Bidder's Representative

The Bidder's Representative for the Contract will be identified at the issuance of the Contract.

6.0 Payment

6.1 Basis of Payment

The Bidder will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the Contract, as determined in accordance with the Basis of Payment set out in Attachment 1 to Part 3, subject to the limitation of expenditure specified in the Contract

6.2 Limitation of Expenditure

- (a) CAS' total liability to the Bidder under the Contract must not exceed \$ _____. Customs duties are included and all applicable taxes are extra.
- (b) No increase in the total liability of CAS or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Bidder unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in CAS' total liability being exceeded before obtaining the written approval of the Contracting Authority. The Bidder must notify the Contracting Authority in writing as to the adequacy of this sum as soon as:
 - 1. when it is 75 percent committed, or
 - 2. four (4) months before the final delivery date, or
 - 3. as soon as the Bidder considers that the contract funds are inadequate for the completion of the Work.
- (c) If the notification is for inadequate contract funds, the Bidder must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Bidder does not increase CAS' liability.

6.3 Method of Payment

CAS will pay the Bidder on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice for completed transcripts after the Tax Court of Canada (TCC) sitting for attendance and travel, including certification and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by CAS; and
- (c) the Work performed has been accepted by CAS.

6.4 SACC Manual Clauses

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

1. Pursuant to paragraph 221 (1) (d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.) payments made by departments and agencies to Contractors under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

2. To enable departments and agencies to comply with this requirement, the Contractor must provide CAS, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of general call-letter to Contractors, in writing or by telephone)

6.5 Price Certification / Discretionary Audit

- (a) Price Certification - Canadian-based Suppliers

The Bidder certifies that the price proposed:

- (a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and

(c) does not include any provision for discounts to selling agents.

(b) C0705C (2008-05-12), Discretionary Audit

1. The following are subject to government audit before or after payment is made:

(a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.

(b) The accuracy of the Contractor's time recording system.

(c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

(d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

(e) The Project or Contracting authority retains the right to request a monthly report from the Contractor regarding the transcripts provided for hearings of the Tax Court of Canada. These monthly reports would detail the hearing number, the requesting party, the date the request was submitted, the turnaround time, the first or second copy rate and hard copy or electronic rate

2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay CAS the amount found to be in excess.

7.0 Invoicing Instructions

(a) The Bidder must submit invoices in accordance with the information required in Section 12 of 2035, General Conditions. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/11> The original invoice must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract, no later than 30 calendar days after the end of a hearing together with any travel claim supported by all original receipts.

8.0 Certifications

(a) Compliance with the certifications provided by the Bidder in its bid is a condition of the Contract and subject to verification by CAS during the entire contract period. If the Bidder does not comply with any certification or it is determined that any certification made by the Bidder in its bid is untrue, whether made knowingly or unknowingly, CAS has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

(b) A3060C (2008-05-12), Canadian Content Certification (SACC Clause Reference Only)

9.0 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 following list:

1. the Articles of Agreement;
2. the general conditions 2035 (2013-06-27);
3. Annex "A" Statement of Work;
4. Annex "B" Security Requirements Check List;
5. Any and all annexes;
6. The Bidder's proposal dated _____

10.0 Insurance

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

The Bidder is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Bidder is at its own expense and for its own benefit and protection. It does not release the Bidder from or reduce its liability under the Contract.

11.0 Procurement Ombudsman Solicitation Clause

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

12.0 Procurement Ombudsman Clause – Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

13.0 Procurement Ombudsman Clause – Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

ATTACHMENT 1 TO PART 3, BASIS OF PAYMENT

CAS plans on issuing one contract under this RFP for Court Registrar-Technician and Transcription Services.

The Bidder is to provide their rates for their sitting fees(s) and transcription fees for all of Quebec. The Bidder must respond to this basis of payment by including it in its financial bid.

Please note that the Sitting Fee will form the basis of other fees such as: Travel Time, Overtime, Half Day Rate and Cancellation Fees.

CONTRACTUAL TERMS:

Travel time:

- (a) The maximum amount of travel time for hearings outside of the city of Montreal and Quebec City will be calculated using the most cost effective and direct route of traveling to and from the hearing location and will be calculated from the city of Montreal or Quebec City depending on whichever is closest to the hearing location.
- (b) The Bidder will be paid up to one half of the Bidder's daily sitting fee when they are required to travel the day before the sitting.
- (c) The Bidder will be paid up to one half of the Bidder's daily sitting fee, if they are required to travel the day after the sitting.
- (d) If the Bidder has time to travel home on the day the hearing ends, travel time will not be paid as the daily rate will still be in effect.
- (e) If the Bidder anticipates that travel time will be in excess of half of the Bidder's daily sitting fee, they must seek the Project Authority's approval prior to any travel amount being issued in excess of (b), (c) or (d) above.

Daily Rate:

Up to eight (8) hours multiplied by the Bidder's hourly rate, including ½ hour for lunch and one (1) hour preparation time before the hearing.

Half Day Rate:

Four (4) hours multiplied by the Bidder's hourly rate, including one (1) hour preparation time prior to the commencement of the hearing. If a half-day hearing goes beyond the four (4) hours, the excess shall be paid on at the hourly rate, up to a maximum of eight (8) hours. Any amount of time in excess of the eight (8) hours would be paid in overtime.

Hourly Rate:

The Bidder's all-inclusive hourly rate for hearings, which amounts to 1/8 of the daily rate.

Cancellation fees:

All hearings cancelled with at least 48-hour notice will not be subject to any cancellation fees. Weekends will be calculated in the cancellation fee notice period only if the cancellation notice was provided prior to Friday at 5:00 pm. Each day of a hearing will be treated separately for the purposes of cancellation. For example, if a hearing is scheduled for 5 days starting on Monday and the hearing is cancelled on the Sunday prior to commencement then cancellation fees will only apply to the Monday and Tuesday hearing dates.

Overtime:

Where a half day sitting or a full day sitting extends past eight (8) hours, overtime shall be paid at time and a half based on the Bidder's original hourly rate in 15-minute increments.

Where a Court Reporter is booked on a weekend or holiday, they shall be paid at the regular rate for their time booked.

Court Registrar-Technician:

The duties of the Court Registrar-Technician includes all preparation time, making all arrangements necessary so that the sittings may be conducted in an orderly, efficient and dignified way; taking minutes of hearing, including any order or direction issued from the bench and every material thing that transpires during the sitting; swearing in witnesses; subject to the direction of the Court, having custody of, and being responsible for, all books and records of the Court used at the sitting and all exhibits, duly marked; filing documents at hearing as ordered by the Court, recording the hearing and issuing all Court proclamations.

Training:

The Contractor agrees to undergo any classroom training deemed necessary by the CAS, on CAS digital audio court recording system in the province of Quebec. Compensation for training will be provided at one half the Bidder's daily rate upon successful completion of the course. Practical training will be in a court room environment at the Contractor's expense. The number of contractors personnel trained will be determined by the Project Authority based on the operational requirement.

Training for Registrar services (if necessary) will be provided to the successful bidder prior to any resulting contract.

PART 1

Under the financial schedule, Bidders are to include all cost associated to their bid in the format requested. No additional financial conditions will be accepted by the Contract Authority. Bidders who do not comply with the financial schedule will be deemed non-responsive.

The following numbers represent CAS' best estimates as to the number of sitting days required. No guarantee will be made for the number of hearings, nor will CAS be charged for the estimated amounts. Rates should be submitted using the following format and the Bidder should calculate its total price.

COURT REGISTRAR-TECHNICIAN- DAILY RATE

Regular hearings	Estimated number of sitting days 350 (A)	Original Contract Period 2013-2014 (B)	Option Period #1 2014-2015 (C)	Option Period #2 2015-2016 (D)	Option Period #3 2016-2017 (E)	Total Price $A \times (0.50 \times B+C+D+E) =$ (F)
1) English	15					
2) French	35					
3) Bilingual	300					

Bidder's total price for Court Registrar-Technician sitting fees F1 to F3 = Total **T1 =**

\$

Part 2

TRANSCRIPTS:

These following numbers represent CAS' best estimates as to the number of pages of transcripts ordered by CAS. No guarantee will be made for the number of transcripts requested, nor will CAS be charged for the estimated amounts. Rates should be submitted using the following format and the Bidder should calculate its total price.

Transcription costs are firm all-inclusive rates per page including delivery and are based on the time of delivery requested. Transcription costs are further separated by first copy and second copy costs.

If a first copy has been ordered by one party and a second copy is then ordered before the end of the first copy delivery period by any other party, then the first copy will be discounted to the original ordering party to the second copy rate. For example, if a first copy is ordered for delivery within 5 to 9 days by a litigant, and the second copy is ordered on the third day after the hearing by CAS for the same delivery period, then both parties (CAS and the litigant) will be charged the second copy rate.

If two parties order transcripts with different delivery periods, the party with the longest delivery period will pay the second copy rate, as the transcription work has already been performed. For example, if a first copy is ordered for delivery within 2 to 4 days and a second copy is ordered for delivery within 5 to 9 days, the party ordering the copy for 5 to 9 days delivery will pay the second copy rate.

The second copy rate must be lower than the first copy rate for any identical delivery period, format and contract period. For example the second copy price per page for an electronic transcript that has a delivery period of 10 days for the 2013-14 period MUST be lower than the first copy price per page for an electronic transcript that has a delivery period of 10 days for the 2013-14 period

Note: When a party orders a paper copy, they will also be provided with an electronic copy by the Bidder at no additional charge.

When a Certified Transcript is ordered a rough draft may be requested also at no charge.

Condensed transcripts are to be provided when requested at no extra charge to the parties.

TRANSCRIPTS – FIRST COPY
(PRICE PER PAGE)

Delivery period	Format	Estimated number of pages per year	Original Contract Period 2013 2014	Option Period # 1 2014 2015	Option period #2 2015 2016	Option Period #3 2016 2017	Total Price $A \times (0.50 \times B + C + D + E) =$
		(A)	(B)	(C)	(D)	(E)	(F)
4) normal 10 days	electronic	2000					
	paper	2700					
5) rapid 5 to 9 days	electronic	50					
	paper	50					
6) expedited 2 to 4 days	electronic	50					
	paper	50					
7) 24 hour Daily Copy	electronic	50					
	paper	50					
8) Real time Transcripts*	electronic	10					
	paper	10					

Bidder's total price for Transcripts from date of order fee

F4+F5+F6+F7+F8+ = **TOTAL T2 = \$**

Reminder: The second copy rate must be lower than the first copy rate for any identical delivery period, format and contract period. For example the second copy price per page for an electronic transcript that has a delivery period of 10 days for the 2013-14 period **MUST** be lower than the first copy price per page for an electronic transcript that has a delivery period of 10 days for the 2013-14 period

TRANSCRIPTS – SECOND COPY
PRICE PER PAGE

Delivery period	Format	Estimated number of pages per year	Original Contract Period 2013 2014	Option Period # 1 2014 2015	Option period #2 2015 2016	Option Period #3 2016 2017	Total Price $A \times (0.50 \times B + C + D + E) =$
		(A)	(B)	(C)	(D)	(E)	(F)
9) normal 10 days	electronic	200					
	paper	270					
10) rapid 5 to 9 days	electronic	5					
	paper	5					
11) expedited 2 to 4 days	electronic	5					
	paper	5					
12) 24 hour Daily Copy	electronic	5					
	paper	5					
		5					
	paper	2					
13) Real time Transcripts*	electronic	2					
	paper	2					

Bidder's total price for Transcripts from date of order fee

F9+F10+F11+F12+F13 = **TOTAL T3 = \$**

TOTAL T1+T2+T3 = \$

**EVALUATION PROCEDURES
ATTACHMENT 1 to PART 4**

1. Mandatory Technical Criteria

- (a) The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (b) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)

Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	The Bidder must demonstrate, as a minimum, that it has provided Court Reporting and/or Court Registrar-Technician and Transcription services, to at least two (2) different outside clients for two years between April 1, 2008 and July 31st, 2013.	<p>The following information at a minimum, must be provided:</p> <ul style="list-style-type: none"> a) Client names b) Client contact telephone number, fax number and e-mail address. c) Description of services provided. d) Start and end dates of services provided. (month/yr. to month/yr.)
MT2	The bidder must provide at a minimum , three resources who have provided Court Reporting and/or Registrar Technician and Transcription services to a judicial or administrative tribunal, in French and English, during the period from 1 April 2008 to 31 July 2013. At least three Court Reporting and/or Registrar Technicians must live in the Montreal Metropolitan Community. (82 municipalities).	<p>The following information at a minimum, must be provided:</p> <ul style="list-style-type: none"> a) Individual Court Reporter / Registrar-Technician's name and addresses. b) Description of proposed individual's experience in both official languages in courtroom or regulatory tribunal. c) Start and end date of services provided by the proposed individuals. (month/year to month/year) d) Courtroom or regulatory tribunal's name e) Courtroom contact telephone number, fax number and e-mail address.

MT3	<p>The Bidder must provide a legal transcript sample in electronic and paper format of at least five (5) pages as per the specifications set out in the RFP.</p> <p>The Bidder must demonstrate that it can provide daily copy transcription.</p> <p>The Bidder must also demonstrate that it has the appropriate experienced resources to provide the required transcription services.</p>	<p>The following information at a minimum, must be provided:</p> <ul style="list-style-type: none"> a) Individual Transcriber's name. b) Description of individual's experience in transcription of audio recordings from a courtroom or regulatory tribunal. c) Start and end date of services provided by the individual Transcriber. (month/year to month/year) d) Client name e) Client contact telephone number, fax number and e-mail address. f) Transcript may not contain an error rate of more than one minor error, such as punctuation, per two pages of transcripts. g) Capacity to provide daily copy transcription
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**ATTACHMENT 1 to PART 5
CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

1.0 Federal Bidders Program for Employment Equity - Certification

1.1 Federal Bidders Program for Employment Equity - over \$25,000 and below \$200,000

(a) Suppliers who are subject to the Federal Bidders Program for Employment Equity (FCP-EE) and have been declared ineligible Bidders by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible Bidders either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bids from ineligible Bidders will not be considered for award of a contract. Any bids from ineligible Bidders will be declared non-responsive.

(b) The Bidder certifies its status with the FCP-EE, as follows:

The Bidder:

- (1) ☐ is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada;
- (2) ☐ is not subject to the FCP-EE, being a regulated employer under the ***Employment Equity Act, S.C. 1995, c.44***;
- (3) ☐ is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (4) ☐ has not been declared ineligible Bidder by HRSDC, and has a valid certificate number as follows _____.

Further information on the FCP-EE is available on the following HRSDC Website:
<http://www.rhdcc.gc.ca/fra/travail/egalite/pcf/index.shtml>.

1.2 Former Public Servants Certification

1.2.1 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act*, R.S., 1985, c. P-36 as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder 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; and
- 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 fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Canadian Content Certification

1.3.1. SACC Manual Clause A3050T (2008-05-12), Canadian Content Definition.

1.3.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

1.4 Status and Availability of Resources

- (a) The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as requested by CAS' representatives and at the time specified in the bid solicitation or agreed to with CAS' representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience and security clearance of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.
- (b) If the Bidder has proposed any individual (resource) who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to CAS. The Bidder must, provide to the Contracting Authority, a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability (in the form of Annex D). The Bidder must provide an updated list of the available resources as per the requirement under the Statement of Work to the Project Authority on a monthly basis. The Bidder may add additions to the list to maintain the number of resources required after the Project Authority has approved an assessment of the proposed resource.
- (c) **Assessment of proposed resources**

The security clearance, résumé (qualifications and experience of the proposed resource(s)) will be assessed against the requirement set out in the RFP. CAS reserves the right to request current reference checks, and to verify accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed individual (resource) to perform the required services, the Bidder will be found to be non responsive and CAS reserves the right to go to the next Bidder.
- (d) If/When a complaint from the Registry has been received regarding a particular resource, CAS will notify the Bidder and the Bidder shall provide a replacement within 24 hours. If the Bidder has not provided a replacement within the time allotted, the Bidder will be found to be non responsive and CAS reserves the right to go to the next Bidder.

1.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the work described in the resulting contract.

ANNEX "A"

STATEMENT OF WORK

1.0 TITLE

Court Registrar-Technician Services and Transcription Services

2.0 MAIN OBJECTIVE

CAS plans on issuing one contract for Court Registrar-Technician Services and Transcription Services in the Province of Quebec on an as and when requested basis.

3.0 REQUIREMENTS

Duties and Responsibilities of the Contractor

The Court Registrar-Technician shall execute the functions established by CAS as outlined in directives or any other documents, forms, instructions, and policies related to the functions of a Court Registrar-Technician. The Project Authority has full discretion to make amendments to the functions of the Court Registrar-Technician, as well as their execution.

All Court Registrar-Technicians must meet the following knowledge requirements:

1. **Knowledge of the principles of law, and specific practices and procedures in courtroom or regulatory tribunals, to be able to assist judges and litigants as required.**
2. **Knowledge of legal terminology to ensure compliance with litigation practice and procedure and to assist judges and litigants**

CAS has its own audio recording equipment. Training will be provided to the Court Registrar-Technicians on the equipment and each Court Registrar-Technician is required to ensure the proper use of the recording equipment and the preparation of audio recordings on an as and when requested basis. At all times, the Court Registrar-Technician must make a back up recording, for example on an MP3 recorder.

The Court Registrar-Technician prepares the courtroom before the commencement of the hearing. They will execute the functions that may be required by the Judge, i.e.: calling parties, rescheduling a case, faxing and photocopying documents. They must ensure all decorum and protocol is being respected at all times. They make proclamations in Court and administer oaths or solemn affirmations of witnesses. They take minutes, file exhibits, prepare a list of exhibits and record the hearing.

The Contract Registrar-Technician and all other personnel provided by the Contractor must dress conservatively and in a manner in keeping with the image of the Court. For the Tax Court of Canada General Procedure's hearings the Court Registrar-Technician must be gowned in formal Court attire. The Project Authority will notify the Contractor as to the type of hearings for which the gown must be worn for. CAS will provide the Court Registrar-Technician with the formal gown for the General Procedure hearings. The Contractor will be responsible for the maintenance costs of such gowns while in the possession of the Court Registrar-Technician. The gowns must be returned to CAS upon request.

The preparation of transcripts may be from the Court's own CD or traditional recording methods, depending on the situation. Where CAS records its own hearing and requires a certified paper transcript, the CD will be sent to the Contractor who will provide the transcript during the prescribed timeframes.

CAS may schedule on a regular basis multiple hearings simultaneously in Montreal and/or in the province of Quebec, and that the Contractor may only be given short notice requiring the Contractor to have sufficient resources to meet all requirements or sub contract at the Contractor's expense.

The Contractor shall be required to have at all times during the course of the Contract, an experienced manager / contractor's representative available on call with the authority to approve any necessary decisions should difficulties arise. The manager / contractor's representative must be available to meet the demands during Montreal and Quebec business hours (Standard Eastern Time).

Training

The Contractor agrees that the Court Registrar-Technicians will undergo any classroom training deemed necessary by CAS.

This training would include:

- **Court Registrar-Technician services for the particular Court, including preparation of minutes;**
- Use of recording equipment and preparation of audio recordings.

Compensation for training will be provided at one half the per diem rate upon successful completion of the course.

Practical training (such as observance of court proceedings) will be in a court room environment at the Contractor's expense.

The number of Contractors' personnel trained will be determined by the Project Authority based on operational requirements.

Court Files

When the hearings are held in an office of the CAS, the Court Registrar-Technician shall make all the photocopies of the minutes of the hearing there.

When hearings are held in a hearing location other than an office of the CAS, the Court Registrar-Technician shall ensure that any photocopies are made at a reasonable cost. The cost of photocopies shall be billed through the regular invoices and supported by an original receipt.

The Court Registrar-Technician undertakes to return all said Court documents plus those filed at a sitting to the Court no later than the first working day following the end of the sitting.

For the return of court files to CAS, the Contractor shall use a courier service on behalf of CAS, and enclose a photocopy of the completed bill of lading with the envelop, parcel or file container. Also, the Contractor shall fax a copy of the completed bill of lading to the office responsible for the payment of the Contractor's invoices (for shipment tracking purposes).

4.0 TECHNICAL AND QUALITY REQUIREMENTS

The Court Registrar-Technician shall ensure that there is an audio recording of all proceedings.

Oversee the production of accurate certified verbatim transcripts from audio recordings produced by CAS or the Court Registrar-Technician of hearings in Microsoft office 2003. The Contractor will be given thirty (30) days notice of any changes to CAS software.

A signed certificate will be provided by the Contractor for all transcripts, whether they are ordered digitally or as a hard copy.

The Contractor shall be required to safely store the records of the proceedings for a period of five (5) years from the date on which a sitting is completed. Where the proceedings are stored at the Contractor's premises, the Contractor shall limit access to the original records to the Project Authority or a delegate. The Project Authority's request for access shall be in writing.

The Contractor and its employees shall abide by all appropriate guidelines pertaining to office and/or computer system security.

5.0 AVAILABILITY OF PERSONNEL

The Contractor shall provide CAS with the curriculum vitae of each Court Registrar-Technician and they shall be subject to a reliability/security clearance prior to commencement of work. The Contractor shall provide the Project Authority with a list of names and phone numbers of all Court Registrar-Technicians. The Contractor shall inform the Project Authority of any changes to that list.

For hearings outside Montreal and Quebec City, the Contractor shall provide a minimum of three (3) days prior to the hearing, an address and phone number where the Court Registrar-Technician may be reached.

The Contractor shall have its Court Registrar-Technician on location one (1) hour before commencement of a hearing or any portion thereof, to ensure the recording equipment is installed and functioning and that they are available to commence at the designated time.

All personnel must be security cleared to the Enhanced Reliability at the Contractor's expense.

The Contractor must use approved Court Registrar-Technicians or sub contractors. Resources must be trained and security cleared. They must be available on an "as and when requested basis" throughout the duration of the contract. The Contractor must have resources available to accommodate the numerous and often urgent requests given short notice.

CAS, to the greatest extent possible, shall provide at least five (5) days notice of the need of the services. The Contractor shall provide CAS with a response at the latest the next day (no later than end of that business day) as to its plan to provide the services requested.

It is the Contractor's responsibility to have the required number of resources available. CAS may refuse the services of a particular resource based on current or past complaints from the Registry or Project Authority, or as directed by the Court. The Contractor will be advised in writing of any complaints, in which case the Contractor shall provide a trained, security-cleared replacement that is acceptable to CAS on site within 24 hours.

The Contractor undertakes to inform the Project Authority in writing at least ten (10) working days prior to the sitting, if the Contractor is not available to provide the services of a Court Registrar-Technician and provide a trained, security-cleared replacement.

6.0 CANCELLATION

Hearings cancelled with at least 48 hours notice to the Contractor will not be subject to any cancellation fee. Weekends will be calculated in the cancellation fee notice period only if the cancellation notice was provided prior to Friday at 5:00 pm EST. Each day of a hearing will be treated separately for the purposes of cancellation. For example, if a hearing is scheduled for 5 days starting on Monday and the hearing is cancelled on the Sunday prior to commencement then cancellation fees will only apply to the Monday and Tuesday hearing dates.

CAS may cancel the contract, and all extensions or renewals thereof, without cause, by giving the Contractor thirty (30) days written notice of its intention to cancel. Failure of the Contractor to comply with any of the terms and conditions of the contract may be considered a material breach of contract and shall be cause for termination of the contract.

Upon termination of the contract, all items that are the property of CAS shall be returned by the Contractor to the CAS. Reasonable delivery costs, as determined by CAS, shall be reimbursed when supported by appropriate receipts.

7.0 LANGUAGE OF THE REQUIREMENT

The Contractor shall provide CAS with Court Registrar-Technician Services and related Transcription Services in French, English or Bilingual, as requested by the Project Authority. The Court Registrar-Technician shall respond to the Court in the language of the hearing when addressed and have knowledge of the terminology being used.

A failure to provide a Court Registrar-Technician in the language requested by the Project Authority will be deemed a breach of contract.

8.0 HEARING DAYS

Most sitting days are expected to be of eight (8) hours duration (including one half hour for lunch) or half a day (4 hours) depending on the sitting. CAS will provide reasonable notice of any changes to the Court sitting schedule. However, sitting days may vary in length with little or no notice given. Where the hearing day extends beyond eight (8) hours, the Contract Registrar shall be paid overtime as set out below. The Court Registrar-Technician will be expected to remain until the end of the hearing, even if it extends past the full-day or half-day. The Court Registrar-Technicians may take up to thirty (60) minutes following the hearing to complete their work. This delay is included in the full-day sitting of eight (8) hours and/or in the half-day sitting of four (4) hours.

9.0 TRAVEL EXPENSES

All travel must have the prior authorization of the Project Authority

- (a) The maximum amount of travel time for hearings outside of the city of Montreal and Quebec City will be calculated using the most cost effective and direct route of traveling to and from the hearing location and will be calculated from the city of Montreal or Quebec City depending on whichever is closest to the hearing location.
- (b) The Contractor will be paid up to one half of the Contractor's daily sitting fee when they are required to travel the day before the sitting.
- (c) The Contractor will be paid up to one half of the Contractor's daily sitting fee, if they are required to travel the day after the sitting.
- (d) If the Contractor has time to travel home on the day the hearing ends, travel time will not be paid as the daily rate will still be in effect.
- (e) If the Contractor anticipates that travel time will be in excess of half of the Contractor's daily sitting fee, they must seek the Project Authority's approval prior to any travel amount being issued in excess of (b), (c) or (d) above.

The Contractor will be paid for authorized reasonable and proper travel and other expenses incurred in the performance of the Work in areas outside Montreal and Quebec City, without any allowance therein for overhead or profit. These travel costs will be reimbursed in accordance with the Treasury Board Travel Directive.

Receipts shall be submitted to the Project Authority for all administrative costs, except where otherwise stated. A travel expense claim, together with all appropriate receipts, is to be submitted to the Project Authority within thirty (30) days of travel.

Disbursements related to the Work (such as taxis and long distance calls) shall be reimbursed where proof/receipts, purpose of the call, telephone number and person called are provided and deemed acceptable by the Project Authority.

The Contractor undertakes to find the most cost effective and direct route of traveling to and from the hearing location. The maximum amount to be charged for hearings outside of Montreal and/ or Quebec City will be the lower of:

- (a) the travel costs based on the assumption that the Contract Registrar has departed for the hearing from the city of Montreal or Quebec City; and
- (b) the actual travel costs.

All expenses are subject to Government Audit.

10.0 INVOICES

Invoices and travel expense claims with original receipts must be submitted within 30 days after the hearing. Failure to meet this requirement will lead to the Project Authority seeking an appropriate remedy from the Contractor.

The invoice must include the following:

- the date of hearing;
- Judge's name
- name and address of the Contractor;
- item/reference number, deliverable and/or description of work;
- number of pages of transcript;
- contract serial number and court file numbers.
- travel claim form and original receipts for all travel
- the amount invoiced to the Court and applicable taxes as appropriate, shown separately.

A monthly accounts receivable report must be sent to the Project Authority indicating outstanding invoices for the Court. Invoices for Montreal and all hearings covered in the province of Quebec except for Quebec City are to be sent to the relevant Project Authority at the relevant address:

COURTS ADMINISTRATION SERVICE
30 Mc Gill Street
Montreal, Quebec H2Y 3Z7

All invoices regarding Quebec City hearings shall be sent to the following relevant address:

COURTS ADMINISTRATION SERVICE
300 Jean Lesage Blvd
Room 5.00A
Québec, Quebec
G1K 8K6

11. AUDIO RECORDING

An audio recording of the hearing as well as a back up recording is to be prepared by the Court Registrar-Technician. The label on the audio recording shall include the name of the case, the court file number, the name of the presiding Judge and the date and location of the hearing. The audio recording is to be stored by the Contractor for a period of five years, after which period the Contractor is to return the audio recording to the Project Authority. The Project Authority has the discretion to request the audio recording at any time.

12. TRANSCRIPTS

Delivery is at the expense of the contractor.

Where the Contractor fails to meet CAS' transcript specifications or the allowable error per page, the Project Authority may return the work to the Contractor for correction and the Contractor shall correct the work at his/her own expense and return it to the Project Authority within the original delivery period. If the transcript is returned after the original delivery period, the Contractor will charge the next delivery period rate for the transcript, discounted by 10%.

A transcript may not contain an error rate of more than one minor error, such as punctuation, per two pages of transcripts. A substantive or major error, such as an error in grammar or vocabulary that impacts the legal meaning of the sentence, or more than one minor error per two pages will be considered a breach or non-performance of this statement of Work. The Project Authority may return the work to the Contractor for correction and the Contractor shall correct the work at his/her own expense and return it to the Project Authority within the original delivery period, discounting the original invoice by 20%. If the transcript is returned after the original delivery period, the Contractor will charge the next delivery period rate for the transcript, discounted by 20%.

Where the Project Authority receives written complaints regarding the quality of the transcript and where it has been brought to the Contractor's attention, this may constitute sufficient grounds for terminating the Contract.

A signed certificate will be provided by the Contractor for all transcripts, whether they are ordered digitally or as a hard copy.

Transcripts: Irrespective of where the hearings are held, the Contractor must be capable of providing the following turnaround times for transcripts depending on the requirements of the parties or CAS:

- Daily Copy (i.e. overnight delivery to be received by the requesting party on or before 9:00 AM the day after the hearing);
- Expedited Delivery within five (2-4) working days of the date the Contractor receives the material from CAS;
- Rapid Delivery within ten (5-9) working days of the date the Contractor receives the material from CAS;
- Normal Delivery (ten (10) working days of the date the Contractor receives the material from CAS).
- Rough Draft: same day (before 5 p.m.) Uncertified copy.
- Condensed transcript: A transcript with a word index, which contains two or four transcript pages per page
- Real time Transcript: Real time transcripts include both a rough draft and daily copy.

The Contractor undertakes to prepare the transcripts using the software selected by CAS. Unless otherwise indicated by the Project Authority, the software will be Microsoft Word 2003.

- 1) The Contractor undertakes to transmit the transcript using the medium selected by the Courts Administration Service. The medium will be paper, compact disc, or electronically through email or the CAS website.
- 2) The label for CDs of audio recordings shall include the name of the presiding Justice, the date of the sitting and the court file number.
- 3) Only transcripts of show cause hearings for the Tax Court of Canada are to be sent automatically to the Registry within ten (10) working days, of the day on which the sitting is completed, or sooner if requested by the judge or the Project Authority. The transcripts are to be sent electronically to: tcc-transcript-cci@cas-sati.gc.ca

Transcripts over 100 pages for the Tax Court are to be printed and sent to:
Registry Tax Court of Canada
4th floor – 200 Kent Street
Ottawa, Ontario K1A 0H9

- 4) Transcripts for the Tax Court of Canada, as requested by the presiding judicial officer, are to be delivered with a printed hard copy and a copy of the audio recording to the Project Authority with an accompanying invoice, unless otherwise directed by the Court.
- 5) One labeled CD is to be used per sitting.
- 6) CAS shall have the right to reproduce as many copies of the transcript, or portions thereof, as are required for its own use. Where a request is made of CAS by one of the parties to obtain an audio copy of a proceeding that has been digitally recorded, CAS may provide such a copy to the party at no cost. However, this shall not constitute an official version of the transcript of the hearing. The Contractor is not to release audio copies of a proceeding to a litigant or outside party, unless directed to do so by the Court.

TRANSCRIPT SPECIFICATION

Transcripts must conform to the following specifications:

For paper copies:

- no more than one hearing day per volume;
- each volume must have a title page which identifies the hearing location and date, the Court file number, the presiding Judge, the names of counsel present and the parties represented and the court reporter's name;
- each volume must have a table of contents which is generated by the Word "Table of Contents" feature, which will include a list of witnesses called by counsel and the filing of exhibits by number;
- each speaker is to be identified by name ;
- each recess, adjournment, or other break will be clearly noted as BREAK;
- each volume shall be securely bound stapled or cerlox bound;
- all pages shall be numbered at the top centre of the page;
- each line shall be numbered for easy reference using the automatic numbering function available in Microsoft Word;
- each last page shall have a certificate bearing the Court Reporter's signature, typed name and, date;
- starting and finishing times shall be indicated on all hearing transcripts;
- new paragraph or new speakers shall be indented no more than fifteen (15) spaces;
- a maximum of five (5) spaces shall be left after a colon before continuing with text;
- optimization to be set at 100%;
- each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;
- font to be used is Courier new;
- names and complete addresses of witnesses called to testify shall be indicated in the transcript;
- Margins to be no greater than:
 - o Top Margin: 1.0"
 - o Bottom Margin: 1.0" This refers to the space between the bottom edge of the page and the last line of transcript
 - o Left Margin: 1.5". This refers to the space between the left edge of the page and the first character of the text other than the line number.
 - o Right Margin: 1.0" This refers to the space between the right edge of the page and the last character of the transcript.

Electronic Copies:

- transcript to be prepared in Microsoft Word 2003
- the label, on the audio recordings shall include the name of the case, the court file number, the name of the presiding Judge and the date and location of the hearing;
- the set up is to be consistent, where applicable, with the printed version requirements set out above Transcript Specification;
- each last page shall have a certificate bearing the Court Reporter's/ transcriptionist signature, typed name and, date;
- starting and finishing times shall be indicated on all hearing transcripts;
- new paragraph or new speakers shall be indented no more than fifteen (15) spaces;
- a maximum of five (5) spaces shall be left after a colon before continuing with text;
- optimization to be set at 100%;
- each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;
- font to be used is Courier new;
- names and complete addresses of witnesses called to testify shall be indicated in the transcript;
- Margins to be no greater than:
 - o Top Margin: 1.0"
 - o Bottom Margin: 1.0" This refers to the space between the bottom edge of the page and the last line of transcript
 - o Left Margin: 1.5" This refers to the space between the left edge of the page and the first character of the text other than the line number.
 - o Right Margin: 1.0" This refers to the space between the right edge of the page and the last character of the transcript.

The transcripts shall be prepared in accordance with the following guidelines:

- Canadian spelling shall be used at all times for terms such as "favour", "colour", "judgment" honour etc
- The term "The Honorable Justice (family name)" shall be utilized on the first page when referring to the presiding judge and the term "Justice (family name)" shall be utilized on the following pages of the transcription.

13. COPYRIGHT AND REPRODUCTION RIGHTS

CAS grants the successful Bidder the exclusive, non-transferable right to sell copies of the transcripts and any machine-readable or digital record of it to interested parties, except audio recordings of the hearings and transcripts of reasons for Judgments. Any party seeking an audio recording of the hearings or a transcript of the Court's oral reasons must request them from the Court.

Copyright shall vest in and remain the property of Her Majesty and all copies shall contain the copyright notice as found in 2035 20 (2008-05-12) Copyright of the General Conditions – Services.

The successful Bidder shall not have the right to sublicense or otherwise authorize the use of the copyright information by any party.

CAS shall have the right to reproduce as many copies of the paper transcript or audio recordings, or portions thereof, as are required for its own use. Further, where a request is made of CAS by one of the parties to obtain an audio copy of a proceeding that has been recorded, CAS may provide such a copy to the party. Such audio copy, however, shall not constitute an official version of the transcript of the hearing.

The successful Bidder shall be licensed to sell copies of the transcripts at the rates specified in the Contract, and in accordance with the agreed turn-around times requested by each party, subject to any limitations imposed by the Courts or the Project Authority.

14. TIME

Hearings will normally take place between 9:30 a.m. and 5:00 p.m, inclusive of a lunch break as well as any other breaks as the Court directs. The Project Authority will provide reasonable notice of any changes to the Court hearings whenever possible. In order to ensure the reporting system's functionality and preparation of the court files, the successful Bidder shall have its Court Registrar-Technician on location at least 60 minutes before the scheduled commencement of any hearing. Where the Firm/Contractor must appear at Court, they shall be a half day rate or daily rate, as determined at the time of booking. Where the hearing day extends beyond eight (8) hours, they shall be paid overtime.

Where a Court reporter must travel to a hearing, permission shall first be obtained from the Project Authority, and shall be in accordance with the Travel Policy of the Government of CAS. It is understood that no travel expenses will be incurred for any hearings taking place in the cities of Montreal and Québec City.

15. DELIVERABLES

The major deliverables are to provide Court Registrar-Technician services, including, but not limited to, making all arrangements necessary so that the sittings may be conducted in an orderly, efficient and dignified way; taking minutes of hearing, including any order or direction issued from the bench and every material thing that transpires during the sitting; swearing in witnesses; subject to the direction of the Court, having custody of, and being responsible for, all books and records of the Court used at the sitting and all exhibits, duly marked; filing documents at hearing as ordered by the Court and issuing all Court proclamations. The Court Registrar-Technician's duties also include recording the proceedings of the Courts on the equipment provided by the Contractor and/or the Court and providing the audio recordings to the Court, as and when requested by the Project Authority. The other major deliverable is to provide transcripts, when requested, in the Province of Quebec. The Contractor shall return the recordings of the proceedings to CAS at the end of the five (5) years.

16. NON-EXCLUSIVITY

CAS makes no guarantee of the value or volume of work to be assigned to the Contractor. It is further understood that the Contractor does not have exclusive rights to all sittings or the delivery of transcripts pursuant to this contract. CAS has the right to use its current contracts with other contractors for the same or similar deliverables, or may obtain the same deliverables internally.

The Contractor shall ensure that the work done can be undertaken and completed without any conflict of interest. During the term of this contract, the Contractor shall not undertake or engage in any work for another client that could reasonably result in a conflict of interest. In the event of any doubt as to whether or not there is or could be a conflict, the decision of CAS will be final and binding.

CAS reserves the right to opt out of the contract to seek out additional bids to deal with "specialty services", including real-time court reporting services, for a period of twenty five (25) days at the option of the Project Authority.

17. DEFAULT

In the event that any Work is, in the opinion of the Project Authority, inadequately produced, performed or unduly delayed due to the fault of the Contractor, or any term of this contract is breached, including, but not limited to, not providing personnel meeting the language requirements, not providing transcripts during the requested delivery period or the ability to use digital recording equipment, then CAS has the option to pursue any of these alternatives:

- a) CAS reserves the right to obtain these services from another source, without competition and the Contractor will be responsible for any costs incurred.
- b) CAS reserves the right to pursue the remedies outlined in Transcript Specifications above.

- c) CAS has the right to return the work to the Contractor for correction (such as minutes of the hearing) and the Contractor shall correct the work at his/her own expense and return it to CAS within the new time limit set by the Project Authority and at a discounted rate of 10% from the invoice price.
- d) In the event that the delivery of the transcript or audio recording is, in the opinion of the Project Authority unduly delayed due to the fault of the Contractor, the Project Authority may request the transcript or audio recording at a reduced rate of 10% of the total invoice. The Contractor shall accept as full payment, the amount determined by the Project Authority.
- e) Terminate the contract, in its sole discretion, by providing 30 days notice to the Contractor.

Notwithstanding the above, CAS is not limited to these remedies for a breach of Contract.

18.0 CLAUSE FOR SOLICITATION DOCUMENTS AND REGRET LETTERS FOR UNSUCCESSFUL BIDDERS

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

ANNEX "B" SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat COP-13-046
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 COURTS ADMINISTRATION SERVICE REGISTRY SERVICES	
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 Court Registrar: Technicians prepare the courtroom, call the parties, reschedule cases, make proclamations in Court, administer oaths or solemn affirmations of witnesses, take minutes, file exhibits, record the hearing. Transcripts may be prepared from audio recordings of the hearings.		
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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) PROTECTED (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <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:	
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 checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



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

Special comments:
Commentaires spéciaux:

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ 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



PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

Security Classification / Classification de sécurité

PART II - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées)

DANIELLE COUTU

Title - Titre

DIRECTOR OPERATIONS

Signature

[Signature]
for Danielle Coutu

Telephone No. - N° de téléphone
(514) 283-1930

Facsimile No. - N° de télécopieur
(514) 283-6004

E-mail address - Adresse courriel
danielle.coutu@cs-satj.gc.ca

Date

2013-08-08

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

Name (print) - Nom (en lettres moulées)

MATHIEU LABUC

Title - Titre

MANAGER, SEC. OPS

Signature

[Signature]

Telephone No. - N° de téléphone
613-996-6588

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

2013-08-09

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

☐ Yes

☐ Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

BENOÎT GALIPAU

Title - Titre

CONTRACTING OFFICER

Signature

[Signature]

Telephone No. - N° de téléphone
613-996-6031

Facsimile No. - N° de télécopieur
613-947-3214

E-mail address - Adresse courriel

Date

August 9, 2013

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

Name (print) - Nom (en lettres moulées)

DANIEL DORIS

Title - Titre

Director Security Services

Signature

[Signature]

Telephone No. - N° de téléphone
613-943-7803

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

13-08-09

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

Annex "C"

DECLARATION

THE COURTS ADMINISTRATION SERVICE

Request for Proposal for Court Registrar-Technician and Transcription Services

RFP No. CAS-13-045

SUBMITTED BY:

Name of Firm
.....
(Official Legal Name)

Address:
.....

Contact Name:

Telephone: **Fax:**

e-mail: **Date**

By my signature hereunder, it shall be understood that I have read, understood and agreed to abide by the instructions, terms, conditions and specifications contained in this Request Document, and I am authorized to bind the Firm.

Authorized Signature-----**Title** -----

-----**Name: (please print)** **Date**.....

Annex "D"

AUTHORIZATION AND AVAILABILITY CERTIFICATION

A result of the solicitation referenced below,

I, _____,
Name of proposed resource)

e-mail _____

Address: _____

Telephone No. _____

Certify that I consent to my name and resume being submitted by _____ in response
(Name of Bidder)

to the CAS RFP no. CAS-13-045 and that I have entered into an agreement with the Bidder to provide services described in the RFP and/or the proposal submitted by the Bidder to CAS and that I shall be available as required by CAS.

Security Clearance: Level _____ Effective Date _____

Working Language(s) English _____ French _____ Bilingual _____

Level of experience _____ years

Résumé attached yes _____ no _____

Signature of Resource

Date _____

Annex "E" Court Registrar-Technician

DATE OF CLAIM: _____

Invoice No. _____

Contract No. CON-13-045_

NAME OF COMPANY: _____

LOCATION OF SITTING: _____

NAME OF REGISTRAR: _____

DATE OF SITTING: _____

NAME OF PRESIDING JUDGE: _____

DETAILED CALCULATION OF CLAIM

1. REGULAR TIME

DATE(S) OF SERVICE	CITY	NO. OF DAYS	RATE	TOTAL
				TOTAL(1): _____

2. OVERTIME

DATE(S) OF SERVICE		HOURS WORKED		NO. OF HOURS WORKED	HOURS CHARGED	TOTAL
FROM	TO	FROM	TO	TOTAL		
						TOTAL(2): _____

3. TRAVEL EXPENSES

DATE(S)	CITY	TOTAL

LESS INPUT TAX CREDIT (ITC):

TAXABLE TRAVEL TOTAL (3):

TAXABLE CLAIM AMOUNT (1+2+3):

PLUS G.S.T. (7%) ON TAXABLE CLAIM AMOUNT

TOTAL CLAIM

Signature of Claimant

Send invoice to the Courts Administration Service

Annex F Transcription Services

DATE OF CLAIM: _____

Invoice No. _____

Contract No. CON-13-045

NAME OF COMPANY: _____

LOCATION OF SITTING: _____

NAME OF REGISTRAR: _____

DATE OF SITTING: _____

NAME OF PRESIDING JUDGE: _____

DETAILED CALCULATION OF CLAIM				
1. TRANSCRIPTION FEES / PAPER COPIES				
FILE NUMBER	APPELLANT'S NAME	NO. OF PAGES	RATE	TOTAL
2. TRANSCRIPTION FEES / ELECTRONIC COPIES				
FILE NUMBER	APPELLANT'S NAME	NO. OF PAGES	RATE	TOTAL
		LESS INPUT TAX CREDIT (ITC):		
		TAXABLE CLAIM AMOUNT (1+2):		
		PLUS G.S.T. (7%) ON TAXABLE CLAIM AMOUNT		
Signature of Claimant			TOTAL CLAIM	

Send invoice to the Courts Administration Service