

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St./11, rue Laurier**

**Place du Portage, Phase III**

**Core 0A1 / Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> contract for court reporting	
<b>Solicitation No. - N° de l'invitation</b> 4Z001-140090/A	<b>Date</b> 2013-11-13
<b>Client Reference No. - N° de référence du client</b> P1400090	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZL-100-26565	
<b>File No. - N° de dossier</b> 100zl.4Z001-140090	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-02</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Landreville, Vincent	<b>Buyer Id - Id de l'acheteur</b> 100zl
<b>Telephone No. - N° de téléphone</b> (819) 956-3907 ( )	<b>FAX No. - N° de FAX</b> (819) 956-2675
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> CANADIAN INTERNATIONAL TRADE TRIBUNAL STANDARD LIFE CENTRE 15TH FL. 333 LAURIER AVE W. OTTAWA Ontario K1A0G7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

**Special Projects/Projets Spéciaux**

**11 Laurier St./11, rue Laurier**

**Place du Portage/, Phase III**

**Floor 10C1/Étage 10C1**

**Gatineau**

**Québec**

**K1A 0S5**

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clause.

### **2. Statement of Work**

To provide the Canadian International Trade Tribunal (the Tribunal) complete verbatim court reporting services on an "as and when requested" basis for hearings held in respect of the various mandates of the Tribunal.

The period of the Contract is from April 1, 2014 to March 31, 2015 with four (4) one (1) year option periods.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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 Canada.

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.

The 2003 (2008-12-12) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **2. Submission of Bids**

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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 Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that 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. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Province of Ontario.

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.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (3 hard copies);  
Section II: Financial Bid (2 hard copies);  
Section III: Certifications of Part 5 (2 hard copies); and  
Section IV: Additional Information (2 hard copies).

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

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

To assist Canada in reaching its objectives, bidders are encouraged to :

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

#### **Section I: Technical Bid**

- a) Bidders must complete their technical bid by using the PDF fillable form in Attachment 1 to Part 3 - Technical Bid.
- b) Bidders should complete the interactive form electronically before printing the document for submission.
- c) Part 4, Evaluation Procedures, contains additional instructions that bidders must consider when preparing their technical bid.

#### **Section II: Financial Bid**

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1. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 2 to Part 3. Bidder must print (2 copies) and sign completed attachment.
  2. Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
  3. When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.

### **Section III & IV: Certifications and Additional Information**

In Section III & IV of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

- a) Bidders must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 3 to Part 3 - Certifications and Additional Information.
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form must be signed.

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## **ATTACHMENT 1 TO PART 3 Technical Bid**

See attached PDF fillable Form - Attachment 1 to part 3 - technical bid.pdf

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## **ATTACHMENT 2 TO PART 3**

### **Pricing Schedule**

See attached Excel<sup>TM</sup> Workbook - Attachment 2 to part 3 - pricing schedule.xls

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## **ATTACHMENT 3 TO PART 3**

### **Certifications and Additional Information**

See attached PDF fillable Form - Attachment 3 to part 3 - certifications.pdf

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (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.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

ITEM	MANDATORY REQUIREMENTS	BID INSTRUCTIONS
<b>MT.1</b>	The Bidder must have a minimum of 5 years' of experience (in the past 7 years) serving a minimum of 3 different clients in providing verbatim court reporting services as per the Statement of Work in Annex A.	<p>The Bidder's must provide a minimum of 3 different clients (see note below) in providing verbatim court reporting services as per the Statement of Work in Annex A.</p> <p>For each client the Bidder must provide:</p> <ul style="list-style-type: none"><li>a) Client name</li><li>b) Client contact telephone number and e-mail address</li><li>c) Description of services provided; and</li><li>d) Start and end dates of services provided (i.e. from mm/yy to mm/yy).</li></ul> <p>Note:</p> <p>-“Client” refers to a client that is external to the bidder's organization. “Client(s)” must be judicial or quasi-judicial in nature.</p> <p>-Before contract award, Canada may at its own discretion request a letter from each aforementioned client (min 3) of verbatim court reporting services for validation of certification.</p>
<b>MT.2</b>	The Bidder must be able to provide real time captioning services.	<p>The Bidders must certify that it can provide real time captioning services on an as-requested basis.</p> <p>NOTE: Before contract award, Canada may at its own discretion request a letter from a maximum 2 past client of real time</p>

		verbatim services for validation of certification.
<b>MT.3</b>	The Bidder must validate the capability to use the audio system already installed in the hearing rooms of the Canadian International Trade Tribunal and must have the capacity to provide a "read-back" service as necessary with regard to any portion of the proceedings or hearings.	<p>The Bidder must certify that their <b>digital recording equipment</b> and <b>audio system</b> is compatible with the existing equipment at the Canadian International Trade Tribunal, that is, compatible with:</p> <p>—Crestron 2-Series Audio Video Controller Projection System for Computer and Video Signals -DIS Digital Conferencing System with Interpretation</p> <p>by identifying:</p> <p>a) <i>Digital recording</i> software to be used; and b) Confirmation of compatibility of equipment (both digital recording and audio system)</p> <p>e.g. written confirmation from a third party (OEM of bidder's proposed equipment.)</p> <p>NOTE: Before contract award, Canada may at its own discretion request an onsite equipment compliance test for validation of certification.</p>

## 2. Basis of Selection

### 2.1 Basis of Selection - Lowest Compliant Evaluated Price

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation;
- (b) Meet all the mandatory evaluation criteria.

Bids not meeting (a) or (b) will be declared non-responsive. Neither the responsive bid nor the one with the lowest evaluated price will necessarily be accepted.

	First Year	Option Year	Option Year 2	Option Year 3	Option year 4	TOTAL (first Year + all option years)
A. Daily Copy	\$___ per	\$___ per	\$___ per	\$___ per	\$___ per	_____

- original paper copy plus seven (7) paper copies along with one (1) Word version	page x 8,000 pages= _____ \$	page x 8,000 pages = _____ \$	page x 8,000 pages = _____ \$	page x 8,000 pages = _____ \$	page x 8,000 pages = _____ \$	_\$
B. Real time - per diem (does not include production fees)	\$__ per day x 2 days = _____	\$__ per day x 2 days = _____	\$__ per day x 2 days = _____	\$__ per day x 2 days = _____	\$__ per day x 2 days = _____	_____ \$
TOTAL PER YEAR						
TOTAL FOR FIRST YEAR + ALL OPTION YEARS						

All inclusive per page price rate means the rate includes all costs associated with the provision of verbatim transcripts including but not limited to any equipment required to produce the transcripts or read-back functions, photocopying equipment and facilities.

### 3. Security Requirement

3.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

3.2 Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

3.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

Bidders must complete their certifications required under Part 5 by using the Attachment 3 to Part 3.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening(DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B, and an IT Link at the level of PROTECTED B.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D; and
  - (b) Industrial Security Manual (Latest Edition).

### 2. Statement of Work

The Contractor must perform the Work described in the Contract and as detailed in Annex A, Statement of Work.

### 3. 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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010C (2008-12-12) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 K3200T (2008-12-12), Basis for Canada's Ownership of Intellectual Property

The Canadian International Trade Tribunal has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: Canada has opted to own the intellectual property rights in any material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The period of the Contract is from April 1, 2014 to March 31, 2015.

##### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract Amendment.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:  
Vincent Landreville  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Professional Services Procurement Directorate  
Place du Portage, Phase 3, 10C1  
11 Laurier St., Gatineau, Quebec  
K1A 0S5, Canada

Telephone: 819-956-3907  
Facsimile: 819-956-9235  
E-mail address: vincent.landreville@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor 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 will be identified upon contract award.

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.

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### 5.3 Technical Authority

The Technical Authority will be the Manager, Registrar Unit.

### 5.4 Contractor's Representative

## 6. Payment

### 6.1 Basis of Payment

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, determined in accordance with Annex B - attached hereto and forming part of this Contract, Goods and Services Tax(GST) or Harmonized Sale Tax (HST) extra, if applicable.

### 6.2 Limitation of Expenditure

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (insert "included", " excluded" or "subject to exemption") and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor 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 Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work, whichever comes first.

6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.3 Minimum Work Guarantee

6.3.1 In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 1% of the Maximum Contract Value.

6.3.2 The Contractor must perform the Work described in the Contract as and when requested by

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Canada during the period of the Contract. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with article 6.3.3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority. 6.3.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested.

6.3.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 6.4 SACC Manual Clauses

H1008C (2008-05-12), Monthly Payment

### 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Each invoice must be supported by:

- (a) the amount invoiced (exclusive of GST or HST, as appropriate);
  - (b) the amount of GST or HST, as appropriate;
  - (c) the date;
  - (d) the name and address of the client department;
  - (e) quantity and description (if applicable);
  - (f) the PWGSC File Number and Contract Number as shown on page 1 of this Contract;
- and
- (g) the Client Reference Number (CRN)
  - (h) the Tribunal is to be invoiced upon conclusion of each proceeding or hearing,

Invoices must be distributed as follows:

- a) The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- B) A copy of any invoices must be submitted simultaneously to the project Authority as identified on page 1 of the Contract.

### 8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 9. SACC Manual Clauses

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## 9.1 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
A3050T (2010-01-11), Canadian Content Certification  
A9117C (2007-11-30), Direct Request by Customer Department  
C0305C (2008-05-12), Cost Submission  
C0705C (2010-01-11), Discretionary Audit  
G1005C (2008-05-12), Insurance

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in province of Ontario.

## 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2008-12-12) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Experience substantiation;
- (f) Annex D, Security Requirements Check list; and
- (g) the Contractor's bid dated \_\_\_\_\_ .

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. Terminology

The terminology table below provides clarification and/or definitions for commonly used terms found in this Statement of Work.

Term	Definition
CITT or the Tribunal	Canadian International Trade Tribunal
Proceeding	Generally, the process of conducting judicial business before the Tribunal, such as a pre-hearing tele-conference
Hearing	A formal legal proceeding with panel Member(s) and parties.
Verbatim Court Reporter	An individual who using proven verbatim reporting techniques (e.g. stenotyping, stenomask, shorthand, digital recording or real-time), accurately records the verbal proceedings in a courtroom or administrative Tribunal so that those proceedings or hearings can be reported in a written transcript
Transcript	An official word-for-word written report of a legal proceeding or hearing produced by a verbatim court reporter
Secretary	This individual is the Secretary of the Tribunal, as represented by the Assistant Secretary and Registrar or the Manager, Registrar Programs and Services.

#### 2. Background

The Tribunal is the main quasi-judicial institution in Canada's trade remedies system and has authority to:

- inquire into whether dumped or subsidized imports have caused, or are threatening to cause, injury to a domestic industry;
- inquire into complaints by potential suppliers concerning procurement by the federal government that is covered by the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the World Trade Organization (WTO) Agreement on Government Procurement (AGP) or any other applicable trade agreement;
- hear appeals of decisions of the Canada Border Services Agency (CBSA) made under the Customs Act and the Special Import Measures Act (SIMA) and of the Minister of National Revenue (the Minister) under the Excise Tax Act;
- inquire into and provide advice on such economic, trade and tariff issues as are referred to the Tribunal by the Governor in Council or the Minister of Finance;
- investigate requests from Canadian producers for tariff relief on imported textile inputs that they use in their production operations and to make recommendations to the Minister of Finance on the requests; and
- inquire into complaints by domestic producers that increased imports are causing, or threatening to cause, injury to domestic producers and, as directed, make recommendations to the Government on an appropriate remedy.

The Tribunal has rules and procedures similar to those of a court of law.

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### 3. Requirements

Where the Tribunal holds proceedings or hearings, verbatim transcripts form part of the official record of the matter under consideration. Transcripts are required for all public proceedings and hearings of the Tribunal. Transcripts are not required for "file" hearings where parties and the public are not in attendance.

The Tribunal holds approximately 35-60 days of public hearings per year. Proceedings are held in either or both of Canada's official languages. The subject matter frequently involves the use of specialized technical and scientific language. Public hearings vary in length, but usually occupy full days (7.5 hours) for one to five days in succession. Occasionally, a hearing will exceed 7.5 hours in a day and extend into the evening. Most of the public hearings are held at the Tribunal's premises in Ottawa. Hearings are occasionally held elsewhere in Canada (normally 3 to 5 days every second year).

The requirement is to provide the Tribunal with complete verbatim court reporting services on an "as and when requested" basis, as detailed below, in accordance with the terms and conditions and provisions of the Contract.

3.1 Reporters may use any equipment they consider appropriate to record the proceedings from which accurate verbatim transcripts can be produced, provided there is the capacity to provide, at any given time during a hearing, a "read-back" service with regard to any portion of the proceedings. The operation of such equipment must not distract from the proceedings.

3.2 In addition to hearings held in the Tribunal's hearing rooms in Ottawa, hearings may be held by way of conference call or videoconference. These may be held one (1) to two (2) times a year and may last approximately three (3) hours per day for one (1) to two (2) consecutive days.

3.3 The Contractor will have the right to sell copies of the public portions of the transcripts to outside organizations or individuals for its own profit until one year past the last exercised option year. The sale of any protected portion of the transcript will require the prior written authorization of the Assistant Secretary of the Tribunal. No minimum quantities of copies will be imposed on anyone who wishes to purchase a copy of a Tribunal transcript. The Tribunal does not intervene in the setting of selling prices by the Contractor.

3.4 The Technical Authority must have the right to make as many copies of any transcript, or portion thereof, as deemed necessary for its internal use.

### 4. Availability of Resources

4.1 Resources must be available on an "as and when requested" basis throughout the duration of the Contract.

4.2 The Contractor must determine the number of verbatim court reporters to be assigned to a hearing. The Tribunal reserves the right to review this allocation to ensure quality and timely reporting services. The Contractor must account for and make available the necessary number of resources on days where proceedings or hearings may extend beyond a normal working day.

### 5. Task and Deliverables

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5.1 Provide the Tribunal with complete verbatim court reporting services on an "as and when requested" basis. The Contractor must provide the following:

(i) Daily copy transcript of the previous day's proceedings, in an original plus seven (7) paper copies, along with electronic version, must be delivered by 9:15 a.m. every morning during a hearing to the Technical Authority. For hearings that adjourn after 6:00 p.m., the delivery time will be no later than noon on the following working day.

(ii) Electronic copies containing public information may be provided to the Tribunal by e-mail to the Secretary at [secretary@citt-tcce.gc.ca](mailto:secretary@citt-tcce.gc.ca) or by using the Tribunal's secure e-filing service as found on its Web site or by hand-delivery on electronic media such as CD or USB key.

(iii) Electronic copies containing protected information must be provided to the Tribunal by using its secure e-filing service as found on its Web site or by hand-delivery on electronic media such as CD or USB key.

(iv) Any and all errors and/or omissions identified by the Tribunal to the Contractor in respect of the content of the transcripts must be corrected within 24 hours of notice to the Contractor, with revised paper and electronic copies provided to the Tribunal within this same 24 hour period. Errors and/or omissions may be identified to the Contractor verbally or in writing, at the Tribunal's discretion.

5.2 Provide the services of verbatim court reporters who can function in both official languages, in accordance with the language of the proceedings or hearing, held in respect of the various mandates of the Tribunal. Notification of the language requirements will be provided to the Contractor by the Tribunal no later than one (1) week prior to the commencement of the proceeding or hearing.

5.3 The Contractor must not provide any portion of the protected transcript, either in hard copy or electronic media, to anyone other than to the Secretary, unless authorized in writing by the Secretary of the Tribunal.

5.4 If requested by counsel, daily copy of any Friday proceedings must be delivered directly and personally to counsel at their hotel or office, in accordance with the time frames outlined in paragraph 5.1(i), and the Contractor must ensure proof of delivery by requesting counsel's signature. Proof of delivery by the Contractor, i.e., a delivery service is not to be used, is to be remitted to the Secretary of the Tribunal on the following working day. Otherwise, daily copy will be due by 9:15 a.m. on the morning of the first working day after the Friday proceeding or hearing.

5.5 Unless otherwise specified, the destination of deliverables is the Canadian International Trade Tribunal, 333 Laurier Avenue West, in Ottawa. In instances where the Tribunal conducts hearings outside of the National Capital Region, the Tribunal will notify the Contractor as to the location for delivery of transcripts no later than one (1) week prior to the commencement of proceedings or hearing.

5.6 The copies of transcripts (including digital copies if not transmitted electronically) must be delivered to the Tribunal by hand by the Contractor.

5.7 Verbatim court reporters are required to be on site one half (1/2) hour before the commencement of a hearing to ensure that their equipment is functioning properly.

6. Format of Deliverables

6.1 The style of cause (description of the matter and case number) of all transcripts must be as prescribed by the Secretary of the Tribunal. The style of cause will be provided to the Contractor by the Tribunal no later than one week prior to the commencement of proceedings or hearing.

6.2 All hard-copy transcripts must be bound using Chicago screws or a ribbon.

6.3 The pages are to be of white bond paper, 21.5 cm (8.5 inches) by 27.8 cm (11 inches) with margins as follows:, margins left 1.5 inch; 1 inch top, bottom and right margins.

6.4 A transcript page must be printed single-sided and must consist of not less than 25 typed lines, with an average of 200 words (100 percent optimized, Microsoft 14 (Microsoft Office 2010) Word-actual count). The text of the transcript must be Courier, 12-point font.

6.5 An index must be placed at the front of each volume of the transcript. The format will be determined by the Secretary of the Tribunal and will be communicated to the Contractor once the contract is awarded. The index format will remain the same over the duration of the contract. Should there be changes required; the Tribunal will notify the Contractor.

6.6 Protected portions of the transcripts are to be identified differently from the public portions, by means of a red cardboard cover and every page must be clearly identified as protected.

6.7 Public portions of the transcripts are to be identified by means of a blue cardboard cover and every page must be clearly identified as public.

6.8 An electronic copy of all transcripts produced using MS Word for Windows up to version 2010 must be provided to the Tribunal at the same time as the paper version. In the event that the Tribunal upgrades its operating platform, the Contractor will be required to align to the same operating platform.

6.9 The layout of each MS Word transcript file must conform to the following specifications:

(i) The transcript must be provided in MS Word up to version 2010 format with each volume contained in a separate file.

(ii) The file names for each transcript must conform to the following format:

File Name	Definition
CNAME	Case name (e.g. STEEL)
VN	Volume number (e.g. 06)
CE	Protected evidence
CA	Protected argument
PE	Public evidence
PA	Public argument

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6.10 Each volume of transcript must contain a one-page title page that details the name of the case, the date of the hearing, the volume number and whether the hearing is public or in-camera. All information on the title page must be bilingual and formatted as per the sample file, which will be provided by the Tribunal to the Contractor. The title page must be in a separate MS Word section.

6.11 Immediately following the title page, and in a separate MS Word section of its own, each volume must contain a table of contents. All information in the table of contents must be formatted as per the sample file.

6.12 An identification line indicating the date and commencement time of the hearing, document type/access and location of the hearing will precede the testimony. Each line must be double-spaced and numbered, with 25 lines per page starting with line 1 for each new page. Activity (Examination, Sworn or Affirmed) must be indicated in the following format with no format codes (i.e. <Tab> characters) preceding the activity label:

SWORN: NAME  
AFFIRMED: NAME  
EXAMINATION: WITNESS NAME BY EXAMINER NAME

Each speaker must be identified by a <Tab> code followed by the name in upper case letters followed by a colon. The Tribunal reserves the right to make modifications to the format of the transcripts.

Note: When witnesses are sworn in or affirm, they are required to indicate their address. This personal information is NOT to appear in the transcripts.

## 7. Work Location and Travel

7.1 Although most Tribunal hearings are held in Ottawa, some hearings may be held in various locations across Canada. Therefore, the Contractor must ensure the availability of the proposed personnel to travel as required. See Annex "B", Basis of Payment, for travel and living allowances. Any reimbursement will be in accordance with Treasury Board of Canada guidelines and directives.

7.2 Any verbatim court reporter assigned to a case outside the National Capital Region must have previous experience in providing verbatim court reporting services to the Tribunal.

7.3 In the event that real time captioning resources must be secured from outside the NCR, prior written authorization from the Project Authority for travel and living expenses must be obtained. Any reimbursement will be in accordance with Treasury Board of Canada guidelines and directives.

## 8. Support

8.1 The verbatim court reporter will be assigned a workspace in the hearing room.

8.2 An Internet connection will be provided. As described below at clause 10.3 no protected information is to be transferred by use of the internet.

## 9. Language Requirements

The services must be capable of being provided in either or both of Canada's official languages (English or French), dependent upon the language of the proceedings or hearing.

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## 10. Safeguarding of Documents

10.1 The Contractor must not dispose of any rejected, amended or modified paper document containing protected portions of the transcript. Those documents are to be returned to the Tribunal, at the same time as the transcript is delivered, in a sealed envelope or other secured container addressed to the attention of the Secretary of the Tribunal and identified as "Protected".

10.2 The Tribunal will provide the Contractor with an electronic or paper copy of the (full or partial) record. Protected portions of the record, either in hard copy or electronic version, are not to be kept by the Contractor, and must be returned to the Tribunal at the same time as the transcript or upon conclusion of the proceedings.

10.3 No portion(s) of the protected transcript may be transmitted electronically unless formal prior approval is received, case by case, by the Registrar of the Tribunal. In respect of protected transcripts, specific approval will only be granted upon the certification that the transmission can be effected through approved encryption tools and equipment. The protected transcript may only be transmitted to the Tribunal electronically using the Tribunal's secure e-filing service.

10.4 Duplication of the protected portions of the transcripts may only be made at the Contractor's approved facilities, for which it must hold a valid security clearance at the "reliability" level, with approved document safeguarding at the level of Protected "B", issued by the Canadian Industrial Security Directorate (CISD) of the Department of Public Works and Government Services.

10.5 The Contractor will be required to provide the CISD Certification at signing of Contract.

10.6 The Contractor must also comply with the necessary security procedures that the Tribunal deems proper for the protection of protected documents, including any special instructions provided by the Secretary of the Tribunal.

10.7 The Contractor must take precautions to safeguard the transcripts, both at hearings in Ottawa, and at hearings held in various locations across Canada. These precautions include the encryption of all transcript files on all electronic media and drives such as CD, USB key and the hard drives of the computer hardware used to prepare them. Encryption must be done using a Tribunal-/government-approved encryption system. The standards used by the Tribunal are Entrust PKI encryption technology and Microsoft Bitlocker. The Contractor is not required to have this encryption software as a prerequisite to bidding; however, the successful contractor, as a precondition to receiving the Contract, must provide proof that it has acquired and installed the encryption software. Electronic media used to carry information out of the Tribunal, must be encrypted before transit.

## 11. Confidentiality

11.1 The Contractor and each of its employees involved in a proceeding or hearing must treat all information from any in-camera session or that forms part of the protected record as protected and must not disclose, except as authorized herein, during or after the duration of the Contract, any such protected information to anyone.

11.2 The Contractor and each of its employees must, as part of the Contract, sign an undertaking, provided by Tribunal, to this effect.

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12. Inspection

The Technical Authority is the inspection authority. All transcripts, deliverables, documents, goods and services rendered are subject to inspection by the inspection authority or its designated representative such as the Project Authority. Should any report, document, good or service not be in accordance with the requirements of the statement of work and to the satisfaction of the inspection authority, as submitted, the inspection authority has the right to reject it or require its correction at the Contractor's sole expense before recommending payment. Any communication with the Contractor regarding the acceptability of the work performed pursuant to this contract must be undertaken by official correspondence through the Technical Authority.

13. Historical Trends

The number of hearing days, excluding cancellations, are identified below:

2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
42 days	40 days	35 days	45 days	59 days

Total number of transcript pages are identified below:

2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
7285 pages	7860 pages	7096 pages	6289 pages	6952 pages

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P1400090

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File No. - N° du dossier  
100z14Z001-140090

Buyer ID - Id de l'acheteur  
100z1  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX B

### BASIS OF PAYMENT

#### Section A - Contract Period (From April 1, 2014 to March 31, 2015)

All deliverables include delivery charges and Canadian customs duty, when applicable.  
All prices exclude the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable.

All inclusive per page rate means the rate includes all costs associated with the provision of the Verbatim Reporting Services, including but not limited to, any equipment required to produce the transcripts or read-back functions, photocopying equipment and facilities, shipping and handling.

- (a) **Cancellation Fee (all hearings and including real time):** Cancellation charges may be claimed if the Contractor is notified less than 24 hours prior to the commencement of a hearing. The cancellation fee will be a flat fee of \$250.00.
- (b) **Minimum Charge (all hearings):** Minimum charge fee of \$250.00 (all inclusive) may be applied where the service delivered does not amount to \$250.00. (Example, a hearing adjourns after 15 minutes.)

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1. Table 1

	First Year
<b>A. Daily Copy - original paper copy plus seven (7) paper copies along with one (1) Word version</b>	<b>\$___ per page x 8,000 pages=</b> _____
<b>B. Real time - per diem (does not include production fees)</b>	<b>\$___ per day x 2 days =</b> _____
<b>TOTAL FIRST YEAR</b>	

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## 2. TRAVEL AND LIVING EXPENSES

- 2.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work except as provided for in 2.2, for:
- (i) services provided within the National Capital Region (NCR). The National Capital Region is defined in the National Capital Act, R.S.C. 1985, c.N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/> ;and
  - (ii) any travel between the Contractor's place of business and the NCR.
- 2.2 Canada will accept travel and living expenses incurred by the Contractor in the performance of:
- Real time captioning services provided within the NCR by a court reporter residing outside of the NCR.
- 2.3 For services to be provided outside the NCR the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- 2.4 All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.
- 2.5 The Tribunal will reimburse airfare expenses in full for reservations made within five (5) working days following notification to the Contractor of a hearing that will take place outside the National Capital Region. The Tribunal will reimburse airfare expenses for economy class travel reservation only.
- Total Estimated Cost - Travel and Living Expenses: \$ TBD.
3. Total Estimated Cost to a limitation of Expenditure: \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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## Section B - Option to Extend the Contract Period

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

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Extended Contract Period **From April 1, 2015 to March 31, 2016**

- (a) **Cancellation Fee (all hearings and including real time):** Cancellation charges may be claimed if the Contractor is notified less than 24 hours prior to the commencement of a hearing. The cancellation fee will be a flat fee of \$250.00.
- (b) **Minimum Charge (all hearings):** Minimum charge fee of \$250.00 (all inclusive) may be applied where the service delivered does not amount to \$250.00. (Example, a hearing adjourns after 15 minutes.)

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P1400090

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File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
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1. Table 2

	First Option Year
<b>A. Daily Copy - original paper copy plus seven (7) paper copies along with one (1) Word version</b>	<b>\$___ per page x 8,000 pages=</b> _____
<b>B. Real time - per diem (does not include production fees)</b>	<b>\$___ per day x 2 days =</b> _____
<b>TOTAL FIRST OPTION YEAR</b>	

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## 2. TRAVEL AND LIVING EXPENSES

- 2.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work except as provided for in 2.2, for:
- (i) services provided within the National Capital Region (NCR). The National Capital Region is defined in the National Capital Act, R.S.C. 1985, c.N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/> ;and
  - (ii) any travel between the Contractor's place of business and the NCR.
- 2.2 Canada will accept travel and living expenses incurred by the Contractor in the performance of:
- Real time captioning services provided within the NCR by a court reporter residing outside of the NCR.
- 2.3 For services to be provided outside the NCR the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- 2.4 All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.
- 2.5 The Tribunal will reimburse airfare expenses in full for reservations made within five (5) working days following notification to the Contractor of a hearing that will take place outside the National Capital Region. The Tribunal will reimburse airfare expenses for economy class travel reservation only.
- Total Estimated Cost - Travel and Living Expenses: \$ TBD.
3. Total Estimated Cost to a limitation of Expenditure: \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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### Section C - Option to Extend the Contract Period

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

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Extended Contract Period **From April 1, 2016 to March 31, 2017**

- (a) **Cancellation Fee (all hearings and including real time):** Cancellation charges may be claimed if the Contractor is notified less than 24 hours prior to the commencement of a hearing. The cancellation fee will be a flat fee of \$250.00.
- (b) **Minimum Charge (all hearings):** Minimum charge fee of \$250.00 (all inclusive) may be applied where the service delivered does not amount to \$250.00. (Example, a hearing adjourns after 15 minutes.).

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File No. - N° du dossier  
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**1      Table 3**

	<b>Second Option Year</b>
<b>A. Daily Copy - original paper copy plus seven (7) paper copies along with one (1) Word version</b>	<b>\$___ per page x 8,000 pages=</b> _____
<b>B. Real time - per diem (does not include production fees)</b>	<b>\$___ per day x 2 days =</b> _____
<b>TOTAL SECOND OPTION YEAR</b>	

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## 2. TRAVEL AND LIVING EXPENSES

2.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work except as provided for in 2.2, for:

(i) services provided within the National Capital Region (NCR). The National Capital Region is defined in the National Capital Act, R.S.C. 1985, c.N-4, S.2. The National Capital Act is available on the Justice Website:  
<http://laws.justice.gc.ca/en/N-4/> ;and

(ii) any travel between the Contractor's place of business and the NCR.

2.2 Canada will accept travel and living expenses incurred by the Contractor in the performance of:  
Real time captioning services provided within the NCR by a court reporter residing outside of the NCR.

2.3 For services to be provided outside the NCR the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

2.5 The Tribunal will reimburse airfare expenses in full for reservations made within five (5) working days following notification to the Contractor of a hearing that will take place outside the National Capital Region. The Tribunal will reimburse airfare expenses for economy class travel reservation only.

Total Estimated Cost - Travel and Living Expenses: \$ TBD.

3. Total Estimated Cost to a limitation of Expenditure: \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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100z1  
CCC No./N° CCC - FMS No./N° VME

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## Section D - Option to Extend the Contract Period

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

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Extended Contract Period **From April 1, 2017 to March 31, 2018**

- a) **Cancellation Fee (all hearings and including real time):** Cancellation charges may be claimed if the Contractor is notified less than 24 hours prior to the commencement of a hearing. The cancellation fee will be a flat fee of \$250.00.
- (b) **Minimum Charge (all hearings):** Minimum charge fee of \$250.00 (all inclusive) may be applied where the service delivered does not amount to \$250.00. (Example, a hearing adjourns after 15 minutes.)

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P1400090

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File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
100z1  
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**1      Table 4**

	Third Option Year
<b>A. Daily Copy - original paper copy plus seven (7) paper copies along with one (1) Word version</b>	<b>\$___ per page x 8,000 pages=</b> _____
<b>B. Real time - per diem (does not include production fees)</b>	<b>\$___ per day x 2 days =</b> _____
<b>TOTAL THIRD OPTION YEAR</b>	

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## 2. TRAVEL AND LIVING EXPENSES

- 2.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work except as provided for in 2.2, for:
- (i) services provided within the National Capital Region (NCR). The National Capital Region is defined in the National Capital Act, R.S.C. 1985, c.N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/> ;and
  - (ii) any travel between the Contractor's place of business and the NCR.
- 2.2 Canada will accept travel and living expenses incurred by the Contractor in the performance of:
- Real time captioning services provided within the NCR by a court reporter residing outside of the NCR.
- 2.3 For services to be provided outside the NCR the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- 2.4 All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.
- 2.5 The Tribunal will reimburse airfare expenses in full for reservations made within five (5) working days following notification to the Contractor of a hearing that will take place outside the National Capital Region. The Tribunal will reimburse airfare expenses for economy class travel reservation only.
- Total Estimated Cost - Travel and Living Expenses: \$ TBD.
3. Total Estimated Cost to a limitation of Expenditure: \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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## Section D - Option to Extend the Contract Period

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

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Extended Contract Period **From April 1, 2018 to March 31, 2019**

- a) **Cancellation Fee (all hearings and including real time):** Cancellation charges may be claimed if the Contractor is notified less than 24 hours prior to the commencement of a hearing. The cancellation fee will be a flat fee of \$250.00.
- (b) **Minimum Charge (all hearings):** Minimum charge fee of \$250.00 (all inclusive) may be applied where the service delivered does not amount to \$250.00. (Example, a hearing adjourns after 15 minutes.)

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**1      Table 5**

	<b>Fourth Option Year</b>
<b>A. Daily Copy - original paper copy plus seven (7) paper copies along with one (1) Word version</b>	<b>\$___ per page x 8,000 pages=</b> _____
<b>B. Real time - per diem (does not include production fees)</b>	<b>\$___ per day x 2 days =</b> _____
<b>TOTAL FOURTH OPTION YEAR</b>	

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## 2. TRAVEL AND LIVING EXPENSES

- 2.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work except as provided for in 2.2, for:
- (i) services provided within the National Capital Region (NCR). The National Capital Region is defined in the National Capital Act, R.S.C. 1985, c.N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/> ;and
  - (ii) any travel between the Contractor's place of business and the NCR.
- 2.2 Canada will accept travel and living expenses incurred by the Contractor in the performance of:  
Real time captioning services provided within the NCR by a court reporter residing outside of the NCR.
- 2.3 For services to be provided outside the NCR the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- 2.4 All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.
- 2.5 The Tribunal will reimburse airfare expenses in full for reservations made within five (5) working days following notification to the Contractor of a hearing that will take place outside the National Capital Region. The Tribunal will reimburse airfare expenses for economy class travel reservation only.
- Total Estimated Cost - Travel and Living Expenses: \$ TBD.
3. Total Estimated Cost to a limitation of Expenditure: \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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**Annex C**  
**SECURITY REQUIREMENTS CHECK LIST**



Blais --  
4Z001-140090 - SRC