



Department of Justice Canada
Ministère de la Justice Canada
284, rue Wellington Street
Ottawa, Ontario K1A 0H8

**Request for Standing Offers
Demande d'offre à commandes**

Proposal to: Department of Justice Canada (DOJ)

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 à: Justice 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT — LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

**RETURN BIDS TO:
RETOURNEZ LES PROPOSITIONS À:**

Department of Justice Canada
Ministère de la Justice Canada
284, rue Wellington Street
Ottawa, Ontario K1A 0H8
Main Floor/rez-de-chaussée – Security Guard/
gardien

(Security Guard: please call 613-960-3421 or 613-724-1521 upon arrival.)
(gardien: appelez 613-960-3421 ou 613-724-1521 à arrivée)

Title — Sujet: COURT REPORTING SERVICES – DEPARTMENT OF JUSTICE – ONTARIO REGION	
Solicitation No. — N° de l'invitation JUS-RFSO-2014-0002	Date: May 6, 2014

Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At / à: 2:00 p.m. (hours/heures)	<input type="checkbox"/> EST(Eastern Standard Time) / <input type="checkbox"/> HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT(Eastern Daylight Saving Time) / <input checked="" type="checkbox"/> HAE (heure avancée de l'Est)
On / le : June 17, 2014	

F.O.B. — F.A.B.
Plant-Usine: Destination: Other — Autre:

Address Enquiries to — Adresser toutes questions à:
alain.denis@justice.gc.ca

Telephone No. – No de téléphone: 613-952-2213	FAX No. – No de télécopieur :
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Destination - of Goods and or Services:
Destination – des biens et ou services :
Department of Justice, Province of Ontario —
Ministère de la Justice, Province de l'Ontario

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. – No de téléphone:	FAX No. – No de télécopieur :

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date



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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Standing Offer Reports, the Firm Organization's Profile and Subcontractors, the Non-Disclosure Agreement, the Transcript Specification for Federal Court Rules and Tax Court Rules and the Recipient Electronic Payment Registration Request.

2. Summary

The Department of Justice, Ontario Regional Office (ORO) has a requirement for the provision of verbatim Court Reporting Services. This requirement is on an "as and when" requested basis, that all spoken words, in legal proceedings, be recorded and transcribed to verbatim transcripts. The transcripts are the official record of the legal proceedings and it is crucial that the transcripts be produced accurately as well as, timely.

Court Reporting Services will be required in the province of Ontario in the following two Regions:

Region 1

- The Greater Toronto Area (GTA) which includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions; and

Region 2

- All other locations outside the GTA, within the Province of Ontario, excluding the National Capital Region.



The Offeror will have the opportunity to submit an offer on:

Region 1;

or

Region 2;

or

Region 1 and Region 2. Each Region will be evaluated separately.

It is anticipated that eighty percent (80%) of call-ups will be for services conducted in the Greater Toronto Area (GTA) which includes the City of Toronto and the cities and towns in the Halton, Peel, York and Durham Regions; and twenty percent (20%) for all other locations outside the GTA.

Prior authorization will be required for Travel and Living Expenses, outside the GTA, shall be in accordance with the Treasury Board Directive with support documentation. There will be no travel and living expenses within the GTA.

The Identified User is the Department of Justice

Call-ups will be issued on a right of first refusal basis, the call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror.

The Department of Justice plans on issuing up to four (4) Standing Offers in Region 1; and three (3) Standing Offers in Region 2.

The Offeror will be required to provide a minimum of three (3) Court Reporters with each Court Reporter having a minimum of two (2) years of direct experience in the provision of transcription services within the last three (3) years as per attached Annex A, Statement of Work.

The period for making call-ups against the Standing Offer is from **TBD** to **TBD**.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) periods of (one) 1-year each, from **TBD** to **TBD**; from **TBD** to **TBD**; from **TBD** to **TBD**, and from **TBD** to **TBD** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

There is no security requirement associated with this Request for Standing Offer.

Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

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



3. Security Requirement

There is no security requirement associated with the requirement of the Standing Offer.

4. Debriefings

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

5. Key Terms

“Call-up” – is defined when a Standing Offer is issued, and DOJ completes the 942J call up instrument, detailing the services required, and forwarding to the Offeror, a contract is in place between the DOJ and the Contractor, as per the terms and conditions set out in the Standing Offer document.

“DOJ” – is defined as the Department of Justice

“Greater Toronto Area (GTA)” is defined as the City of Toronto and the cities and towns in the following regions: Halton, Peel, York and Durham.

“NCR” – National Capital Region which is defined as the City of Ottawa-Gatineau metropolitan area.



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2013-06-01), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. Any reference to PWGSC within the 2006 Standard Instruction substitute with the words Department of Justice (DOJ).

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

Delete: sixty (60) days
Insert: one-hundred and twenty (120) days

2. Submission of Offers

Offers must be submitted only to the Department of Justice (DOJ) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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



4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Department of Justice requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (4 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Department of Justice requests that Offerors follow the format instructions described below in the preparation of their offer.

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

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

To assist Department of Justice in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Department of Justice requests that Offerors complete one of the following:



- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the Standing Offer.

The following credit card(s) are accepted:

VISA _____ and/or,

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the Standing Offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the Department of Justice will evaluate the offers
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.



1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Criterion	Description	Met/ Not Met
M-1	<p>Firms Experience</p> <p>The Offeror must have a minimum of five (5) years experience in providing court reporting services as described in the statement of work in Annex A to at least three (3) different clients over the past three (3) years.</p> <p>To support the experience, the following information must be provided as a minimum:</p> <ul style="list-style-type: none"> a) the name of the client organization; b) the contact name, title, phone number; c) brief description of the services provided; d) the start and end date of the work; and e) the number of resources provided. 	
Offer Preparation:		
Client Name and Contact Information	Start Date and End Date of the Work	
1.	(month/year to month/year)	
Brief Description of Services Provided	Number of Resources Provided	
Client Name and Contact Information	Start Date and End Date of the Work	
2.	(month/year to month/year)	
Brief Description of Services Provided	Number of Resources Provided	
Client Name and Contact Information	Start Date and End Date of the Work	
3.	(month/year to month/year)	
Brief Description of Services Provided	Number of Resources Provided	



Criterion	Description	Met/ Not Met
M-2	<p>Firms Quality Assurance</p> <p>Provide details on hiring practices for Court Reporters by outlining the selection process, i.e. a) qualifications, and;</p> <ul style="list-style-type: none"> b) how work is assigned; c) how work is monitored; and d) how issues/problems are solved. 	
Offer Preparation:		
a) How work is assigned	c) How Issues/problems are solved	
b) How work is monitored		



Criterion	Description	Met/ Not Met
M-3	<p>Experience of Personnel</p> <p>The Offeror must demonstrate as a minimum that it has three (3) Court Reporters with a minimum of two (2) years experience in court rooms, tribunals, or hearings within the last three (3) years, using any of the following proven verbatim court reporting techniques; stenotype, stenomask, shorthand and/or digital recording.</p> <p>Curriculum Vitae for EACH Proposed Personnel to include the following:</p> <ul style="list-style-type: none"> a) the name of the Court Reporter; b) the start date and end date of experience; c) reporting technique skills; and d) language profile. 	

Offer Preparation:	
Name of Court Reporter	Reporting Technique Skills
1.	
Start Date and End Date of Experience (month/year to month/year)	Language Profile
Name of Court Reporter	Reporting Technique Skills
2.	
Start Date and End Date of Experience (month/year to month/year)	Language Profile
Name of Court Reporter	Reporting Technique Skills
3.	
Start Date and End Date of Experience (month/year to month/year)	Language Profile



1.2 Financial Evaluation

- 1.2.1 Offerors must quote an all inclusive rate per items as listed in the Basis of Payment (see Annex B) for Region 1 and/or Region 2. Offerors can bid on one or both Regions.
- 1.2.2 Offerors must provide rates for Year 1, and must provide rates for Option Year 1, Option Year 2, Option Year 3, and Option Year 4.
- 1.2.3 A financial evaluation will be conducted separately for each Region; Region 1, Region 2.
- 1.2.4 The Offeror's rates will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included.
- 1.2.5 The Offeror's rates quoted in the Basis of Payment; Annex B will be used for the financial evaluation in Region 1 and in Region 2.
- 1.2.6 The lowest evaluated cost per Region will be determined by the following calculation:

Basis of Payment for Region 1:

Attendance Fees

B1 + B2 + B3 + B4 will equal the Total Cost for Year 1
C1 + C2 + C3 +C4 will equal the Total Cost for Option Year 1
D1 + D2 + D3 +D4 will equal the Total Cost for Option Year 2
E1 + E2 + E3 +E4 will equal the Total Cost for Option Year 3
F1 + F2 + F3 +F4 will equal the Total Cost for Option Year 4

Add all five (5) total costs together and then divide by 4 to equal the average aggregate cost for the Attendance fees.

Conference Calls

B5 will equal the Total Cost for Year 1
C5 will equal the Total Cost for Option Year 1
D5 will equal the Total Cost for Option Year 2
E5 will equal the Total Cost for Option Year 3
F5 will equal the Total Cost for Option Year 4

Add all five (5) total costs together and then divide by 1 to equal the average aggregate cost for the Conference calls.

Real-Time Hook-Ups

B6 will equal the Total Cost for Year 1
C6 will equal the Total Cost for Option Year 1
D6 will equal the Total Cost for Option Year 2
E6 will equal the Total Cost for Option Year 3
F6 will equal the Total Cost for Option Year 4

Add all five (5) total costs together and then divide by 1 to equal the average aggregate cost



for the Real-Time Hook-Ups.

Transcripts

B7 + B8 + B9 + B10+ B11+ B12 + B13 + B14 for Year 1
C7 + C8 + C9 + C10 + C11 + C12 + C13 + C14 for Option Year 1
D7 + D8 + D9 + D10 + D11 + D12 + D13 + D14 for Option Year 2
E7 + E8 + E9 + E10 + E11 + E12 +E13 + E14 for Option Year 3
F7 + F8 + F9 + F10 + F11 + F12 + F13 + F14 for Option Year 4

Add all five (5) total costs together and then divide by eight (8) to equal the average aggregate cost for the Transcripts.

Then add the average aggregate cost for the Attendance Fees, Conference Calls, Real-Time Hook-Ups and Transcripts to arrive at the lowest evaluated cost.

Basis of Payment for Region 2:

Attendance Fees

B1 + B2 + B3 + B4 will equal the Total Cost for Year 1
C1 + C2 + C3 +C4 will equal the Total Cost for Option Year 1
D1 + D2 + D3 +D4 will equal the Total Cost for Option Year 2
E1 + E2 + E3 +E4 will equal the Total Cost for Option Year 3
F1 + F2 + F3 +F4 will equal the Total Cost for Option Year 4

Add all five (5) total costs together and then divide by 4 to equal the average aggregate cost for the Attendance fees.

Conference Calls

B5 will equal the Total Cost for Year 1
C5 will equal the Total Cost for Option Year 1
D5 will equal the Total Cost for Option Year 2
E5 will equal the Total Cost for Option Year 3
F5 will equal the Total Cost for Option Year 4

Add all five (5) total costs together and then divide by 1 to equal the average aggregate cost for the Conference calls.

Real-Time Hook-Ups

B6 will equal the Total Cost for Year 1
C6 will equal the Total Cost for Option Year 1
D6 will equal the Total Cost for Option Year 2
E6 will equal the Total Cost for Option Year 3
F6 will equal the Total Cost for Option Year 4

Add all five (5) total costs together and then divide by 1 to equal the average aggregate cost for the Real-Time Hook-Ups.



Additional Miscellaneous Services

B7 will equal the Total Cost for Year 1
C7 will equal the Total Cost for Option Year 1
D7 will equal the Total Cost for Option Year 2
E7 will equal the Total Cost for Option Year 3
F7 will equal the Total Cost for Option Year 4

Add all five (5) total costs together and then divide by 1 to equal the average aggregate cost for the Additional Miscellaneous Services.

Transcripts

B8 + B9 + B10 + B11 + B12 + B13 + B14 + B15 for Year 1
C8 + C9 + C10 + C11 + C12 + C13 + C14 + C15 for Option Year 1
D8 + D9 + D10 + D11 + D12 + D13 + D14 + F15 for Option Year 2
E8 + E9 + E10 + E11 + E12 + E13 + E14 + E15 for Option Year 3
F8 + F9 + F10 + F11 + F12 + F13 + F14 + F15 for Option Year 4

Add all five (5) total costs together and then divide by eight (8) to equal the average aggregate cost for the Transcripts.

Then add the average aggregate cost for the Attendance Fees, Conference Calls, Real-Time Hook-Ups, Additional Miscellaneous Services and Transcripts to arrive at the lowest evaluated cost.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated cost will be recommended for issuance of a standing offer.



PART 5 – CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

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

1.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

Authorized Firm's Signature

Date

1.3 Canadian Content Definition (A3050T)

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the *North American Free Trade Agreement* (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the *Supply Manual*.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).

2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being



provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

- 3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
- 4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
- 5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

- 6. **Other Canadian goods and services:**
 - c. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
 - i. MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
 - ii. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
 - iii. CIRCLE Canada companies as agreed on by IC and PWGSC.
 - b. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

1.4 Canadian Content Certification

This procurement is limited to Canadian goods.

The Offeror certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T (see 1.4 above.)

Authorized Firm's Signature

Date



1.5 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Authorized Firm's Signature

Date



PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this requirement.

2. Financial Capability

1. **Financial Capability Requirement:** The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
 - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement



for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Department of Justice, is provided with the required information.

4. **Financial Information Already Provided to Department of Justice:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at Department of Justice, provided that within the above-noted time frame:
 - a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with Department of Justice.

5. **Other Information:** Department of Justice reserves the right to request from the Offeror any other information that Department of Justice requires to conduct a complete financial capability assessment of the Offeror.
6. **Confidentiality:** If the Offeror provides the information required above to Department of Justice in confidence while indicating that the disclosed information is confidential, then Department of Justice will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Offeror's financial capability to fulfill this requirement, Department of Justice may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Department of Justice, a performance guarantee from a third party or some other form of security, as determined by Department of Justice).

3. Insurance

The Contractor 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 Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

There is no security requirement associated with this requirement.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

Periodic Usage Reports – Standing Offer

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

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

The data must be submitted on a quarterly basis to:

Department of Justice
Ontario Regional Office
Suite 3400
The Exchange Tower
130 King Street West
Toronto, ON M5X 1K6

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;



4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than twenty (20) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from **TBD** to **TBD**.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4), one (1) year periods, from **TBD** to **TBD**; from **TBD** to **TBD**; from **TBD** to **TBD** and from **TBD** and to **TBD** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority/Contracting Authority

The Standing Offer Authority is:

Name: _____

Title: _____

Department of Justice
Contracting and Materiel Management Division
284 Wellington Street
Room 1251
Ottawa, ON K1A 0H8

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

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



5.2 Technical Authority

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical Authority is the representative of the department, agency or Crown corporation for whom the Work will be carried out under a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract. The Technical 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 Standing Offer Authority or an Identified User.

5.3 Offeror's Representative

The Offeror has designated the following individual as the central point of contact for all matters pertaining to this Standing Offer:

Contact Name: _____
 Title: _____
 Telephone No.: _____
 Facsimile: _____
 E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Contracting and Materiel Management Division, Headquarters, Ottawa, Ontario,

and/or

Department of Justice
 Ontario Regional Office
 Suite 3400
 The Exchange Tower
 130 King Street West
 Toronto, ON M5X 1K6

Contact Name: _____
 Telephone No.: _____
 Facsimile: _____
 E-mail address: _____



8. Call-up Procedures

Ranking and Methodology for Multiple Standing Offers

Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form, Department of Justice 942J, Call-up Against a Standing Offer, a Government Acquisition Card or electronic document.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

11. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,500,000.00 (*Goods and Services Tax or Harmonized Sales Tax excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. Priority of Documents

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

- a. the call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. the general conditions 2005 (2014-03-01), General Conditions - Standing Offers -Goods or Services;



- d. the general conditions 2010B (2014-03-01), General Conditions – Professional Services (Medium Complexity);
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. Annex C, Standing Offer Report;
- h. Annex D, Firm Organization Profile and Subcontractors;
- i. Annex E, Non-Disclosure Agreement;
- j. Annex F, Specification for Federal Court Rules and Tax Court Rules;
- k. Annex G, Recipient Electronic Payment Registration Request; and
- l. the Offeror's offer _____ (*insert date of offer*), _____ (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended _____." (insert date(s) of clarification(s) or amendment(s) if applicable).*

13. Certifications

13.1 Compliance

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

13.2 SACC Manual Clauses

Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

Canadian Content Certification

The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause A3050T.

The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer,



or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

14. Applicable Laws

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

15. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



B. RESULTING CONTRACT CLAUSES

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010B (2014-03-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2014-03-01) General Conditions – Professional Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment – Firm Price Services

Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm rates in accordance Annex B, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified 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".

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



Other Direct Expenses

Subject to prior approval by the Technical Authority or Designated Representative, the Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

5.2 Monthly Payment

Canada will pay the Contractor 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 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 Canada;
- c. the Work performed has been accepted by Canada.

5.3 Payment by Credit Card

The following credit cards are acceptable: _____ and _____.

6. Invoicing Instructions

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

Each invoice must be supported by:

- a) original invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
 - a) The original must be forwarded to the Technical Authority identified in the call up for certification and payment.

7. Payment By Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B General Conditions – General Conditions - Professional Services (Medium Complexity) (2014-03-01) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex G, *The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.*

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration



Request Form not be accurate or up to date, the provisions identified herein under Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B General Conditions - Professional Services (Medium Complexity) (2014-03-01) forming part of this Contract will not apply, until the Contractor corrects the matter.

8. Insurance

The Contractor 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 Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



Annex A

Statement of Work

1.0 Title

Court Reporting Services – Ontario Regional Office

2.0 Background

The Department of Justice has the mandate to support the dual roles of the Minister of Justice and the Attorney General of Canada.

The Department of Justice, Ontario Regional Office, in the Province of Ontario, engages in a diverse array of litigation, appearing at all levels of court from the Superior Court of Justice in Ontario, the Court of Appeal for Ontario and the Supreme Court of Canada, as well as the Federal Courts, Tax Court and various other courts, boards, commissions and administrative tribunals. This requirement is outside the Courts of Ontario.

There is a requirement on an “as and when” requested basis in legal proceedings that all spoken words be transcribed to verbatim transcripts. There may also be a requirement for real-time transcription. The transcripts are the official record of the legal proceeding and it is crucial that the transcripts be produced accurately and timely. As a result, the Ontario Regional Office is seeking verbatim court reporting services.

3.0 Objective

The objective of this Standing Offer is to obtain court reporting services to accurately record and transcribe proceedings at various Courts and Tribunals in the Province of Ontario for the Ontario Regional Office’s legal teams, on an “as and when” requested basis, in accordance with the terms and conditions of this Standing Offer.

4.0 Definitions

“**condensed transcript**” – is defined as a transcript of proceedings reduced so that four pages of transcripts of testimony are included on a single page.

“**Court Reporter**” – is defined as a person who transcribes legal proceedings, using any of the following proven verbatim court reporting techniques: stenotype, stenomask, shorthand and/or digital recording; and includes providing transcription services.

“**daily certified transcript**” – is defined as a certified transcript to be delivered the next business day following the proceeding.

“**draft electronic transcript**” – is defined as a draft unedited electronic transcript to be delivered electronically to counsel within two (2) hours following the proceeding.

“**electronic transcript**” – is defined as an electronic version of the transcript in ASCII, MS Word and searchable PDF format.

“**expedited certified transcript**” – is defined as a certified transcript to be delivered within two (2) business days following the proceeding.



Annex A

Statement of Work

“half day rate”- is defined as, up to 4.0 hours multiplied by the Offerors hourly rate, including ½ hour for preparation prior to the commencement of the legal proceedings.

“hourly rate”- is defined as the Offerors all-inclusive hourly rate per item for legal proceedings, such as, attendance fees, real-time attendance fees.

“legal proceeding” – is defined as a proceeding authorized by law both in and out of a courtroom setting including for example an examination for discovery, cross-examination, deposition (out of court testimony under oath) and other legal proceedings, inside or outside the Court Room.

“ordinary certified transcript” – is defined as a certified transcript to be delivered within ten (10) calendar days following the proceeding.

“overtime” - is defined as a full day sitting extends past eight hours, overtime shall be paid at time and a half based on the Offeror’s original hourly rate in 15-minute increments.

“real-time transcription” – is defined as the general term for transcription by Court Reporters using real-time text technologies to deliver computer text screens within a few seconds of the words being spoken

“verbatim transcript” – is defined as a written, word-for-word record by a Court Reporter of what was said at a legal proceeding , in the format required by all levels of the court for the proceeding. In addition to the title page and index, the transcript must include a separate index of exhibits with the exhibit number, brief description and page of transcript.

“videography services” – is defined as a recording of sound and visual images on videotape.

5.0 Deliverables

The Court Reporter must provide the following services and transcripts, on an “as and when” requested basis:

- a) Provide a read-back service with regard to any portion of the proceedings;
- b) Provide accurate verbatim transcripts at any given time during a proceedings;
- c) Provide real-time reporting services without disturbing the proceedings;
- d) Record and transcribe outside the court room, such as, by means of a conference call or videoconferencing;
- e) The Technical Authority may order draft, ordinary, expedited, daily, hourly, condensed or real-time transcript turnarounds including electronic copies in MS Word, PDF searchable and ASCII;



Annex A

Statement of Work

- f) Transcripts must be provided in a format that complies with the Court and Tribunal rules and can be viewed at the following web page:
 - i. <http://laws-lois.justice.gc.ca/PDF/SI-2012-7.pdf>, and;
 - ii. Federal Court Rules and Tax Court Rules must also apply; as per the attached Annex F.
- g) The number of lines per transcript are as follows:
 - i. Superior Court of Justice in Ontario, the Court of Appeal for Ontario and the Supreme Court of Canada – 32 lines; and
 - ii. Federal Court and Tax Court - 28 lines
- h) In addition to the title page and index, the transcript must include a separate index of exhibits with the exhibit number, brief description and page of transcript. The transcripts must also include a list of undertakings given (if the proceeding is an examination for discover).
- i) The Offeror may be required to provide Videography service, videoconference, room rentals and/or audio visual equipment rental.

6.0 Offeror's Responsibilities and Constraints

The Offeror must make available the Court Reporters on an “as and when” requested basis throughout the duration of the Standing Offer.

The Offeror must determine the number of Court Reporters to be assigned to a proceeding. The Technical Authority reserves the right to review this allocation to ensure quality and timely reporting services.

The Offeror must ensure that it's Court Reporters:

- a) provide reporting and transcription services in adherence with court and tribunal rules;
- b) provide transcripts in the proper format and delivery, as stated in above section 5.0.
- c) work well under time and deadline pressures and be able to concentrate for long periods;
- d) are aware of the correct spelling of names of people, places, and events that may be mentioned in court or tribunal proceedings;
- e) are on-site at least one half hour (30 minutes) before the commencement of each day of the proceeding to ensure that their equipment is installed and functioning and that they are available to commence at the designated start time;
- f) provide services outside the hours of 09:00 and 18:00, when necessary; and



Annex A

Statement of Work

- g) have the capacity to provide real-time reporting services.
- h) the Court Reporter may be required to provide their court reporting services outside the DOJ's offices in the GTA and outside the GTA.

The Offeror must provide adequate and environmentally comfortable office space to accommodate examinations for discovery and other legal proceedings with internet capabilities in each room(s).

Conference calls must be provided from the Offeror's premises, unless instructed otherwise by the DOJ. A conference call may contain multiple hearings, in which case a list will be provided to the Offeror. Additional hearings may be added to the list to be heard within the same hour at no additional charge.

The Offeror must ensure that same Court Reporter(s) who commences a proceeding should continue with the proceeding until its conclusion, unless a valid justification exists requiring a replacement. Changes in court reporting resource assigned to a case must be approved by the Technical Authority.

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

The Offeror must not provide any portion of the confidential transcript either in hard copy or electronic media, other than to the court or parties of the proceeding, unless authorized in writing by the Technical Authority.

7.0 Area of Coverage

The area of coverage for Court Reporting Services will be required in the Province of Ontario in the following Regions:

Region 1

- The Greater Toronto Area (GTA) which includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions; and

Region 2

- All other locations outside the GTA, within the Province of Ontario, excluding the National Capital Region.

No travel or living expenses are to be charge for work that occurs within the GTA which includes the City of Toronto, and the cities and towns in the Halton, Peel, York and durham Regions.

8.0 Language of Work

The Court Reporters must be able to provide the services in English for proceedings held in respect of the various mandates of courts and tribunals in the Province of Ontario.



Annex A

Statement of Work

9.0 Safeguarding of Documents

The Offeror and all the Court Reporters must take every reasonable precaution for safeguarding documents' integrity and confidentiality.

The Offeror must protect legal documents against loss or theft, as well as unauthorized access, disclosure, copying, use or modification, regardless of the content of the legal documents.

The Offeror and all the Court Reporters must be aware of the importance of maintaining the confidentiality of legal documents.

The Offeror must prevent unauthorized parties from gaining access to the legal documents.

10.0 Additional Miscellaneous Services

When court reporting services is required outside the GTA, the Offeror may require another Contractor to provide the services of a Court Reporter(s) who resides within the location of the hearing, therefore a hiring fee may be charged for making these arrangements



ANNEX B

BASIS OF PAYMENT

REGION 1

FOR SERVICES WITHIN THE GREATER TORONTO AREA (includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions).

Item No.	A Categories	B Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	C Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	D Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)	E Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd)	F Option Year 4 (yyyy-mm-dd) to (yyyy-mm-dd)
Attendance Fees		(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour
1.	Attendance Fees (with transcript order)	\$	\$	\$	\$	\$
2.	Attendance Fees (without transcript order)	\$	\$	\$	\$	\$
3.	Real-Time Attendance Fees (with transcript order)	\$	\$	\$	\$	\$
4.	Real-Time Attendance Fees (without transcript order)	\$	\$	\$	\$	\$
Conference Calls		(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour
5.	Record and transcribe by means of a Conference Call or videoconferencing (does not include transcripts).	\$	\$	\$	\$	\$



ANNEX B

BASIS OF PAYMENT

REGION 1

FOR SERVICES WITHIN THE GREATER TORONTO AREA (includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions).

Item No.	A	B	C	D	E	F
	Categories	Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 4 (yyyy-mm-dd) to (yyyy-mm-dd)
	Services	Firm (\$ Price / Day)	Firm (\$ Price / Day)	Firm (\$ Price / Day)	Firm (\$ Price / Day)	Firm (\$ Price / Day)
6.	Real-Time Hook-Ups (charge per day)	\$	\$	\$	\$	\$



ANNEX B

**BASIS OF PAYMENT
REGION 1**

FOR SERVICES WITHIN THE GREATER TORONTO AREA (includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions).

Item No.	A Categories	Transcript Format Specifications	B	C	D	E	F
			Year 1 (yyyy-mm-dd) to (yyyy-mm-dd) (\$ Price / Page	Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd) (\$ Price / Page	Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd) (\$ Price / Page	Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd) (\$ Price / Page	Option Year 4 (yyyy-mm-dd) to (yyyy-mm-dd) (\$ Price / Page
7.	Ordinary certified transcript: Original plus one copy and one electronic copy, delivered within 10 business days	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
8.	Ordinary certified transcript second copy: Delivered within 10 business days	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
9.	Expedited certified transcript: Original plus one copy and one electronic copy, delivered within 2 business days	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
10.	Expedited certified transcript , second copy: Delivered within 2 business days	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$



ANNEX B

BASIS OF PAYMENT

REGION 1

FOR SERVICES WITHIN THE GREATER TORONTO AREA (includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions).

Item No.	A Categories		B Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	C Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	D Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)	E Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd)	F Option Year 4 (yyyy-mm-dd) to (yyyy-mm-dd)
	Name and Delivery Period of Transcripts	Transcript Format Specifications	(\$) Price / Page	(\$) Price / Page	(\$) Price / Page	(\$) Price / Page	(\$) Price / Page
11.	Daily Certified Transcript: Original plus one copy and one electronic copy, delivered next business day	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
12.	Daily Certified Transcript, second copy: Delivered next business day	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
13.	Draft Electronic Transcript: Delivered electronically within 2 hours of proceeding ending for the day.	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
14.	Condensed Transcript	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$



ANNEX B

BASIS OF PAYMENT

REGION 1

FOR SERVICES WITHIN THE GREATER TORONTO AREA (includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions).

Notes:

- The Offeror must submit a rate for all 32 and 28 transcript format specifications.
- If the Offeror does not charge for the condensed or unedited draft copy(s) of transcripts, then the Offeror must indicate this by applying either a \$0.00 or n/c (no charge) in the above Columns, B, C, D, E, and F.
- All electronic transcripts must be available in MS Word, searchable PDF and ASCII.
- The Offeror is entitled to 4.0 hours maximum for attendance rate regardless of the length of the legal proceeding. Should the length of the legal proceeding last less than four (4.0) hours, the Offeror will be entitled to invoice for four (4.0) hours maximum.



ANNEX B

BASIS OF PAYMENT

REGION 2

FOR SERVICES IN ALL OTHER LOCATIONS OUTSIDE THE GREATER TORONTO AREA within the Province of Ontario (excluding the National Capital Region).

Item No.	A Categories	B Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	C Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	D Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)	E Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd)	F Option Year 4 (yyyy-mm-dd) to (yyyy-mm-dd)
Attendance Fees		(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour
1.	Attendance Fees (with transcript order)	\$	\$	\$	\$	\$
2.	Attendance Fees (without transcript order)	\$	\$	\$	\$	\$
3.	Real-Time Attendance Fees (with transcript order)	\$	\$	\$	\$	\$
4.	Real-Time Attendance Fees (without transcript order)	\$	\$	\$	\$	\$
Conference Calls		(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour	(\$) Rate / Hour
5.	Record and transcribe by means of a Conference Call or videoconferencing (does not include transcripts).	\$	\$	\$	\$	\$



ANNEX B

BASIS OF PAYMENT

REGION 2

FOR SERVICES IN ALL OTHER LOCATIONS OUTSIDE THE GREATER TORONTO AREA within the Province of Ontario (excluding the National Capital Region).

Item No.	A	B	C	D	E	F
	Categories	Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 4 (yyyy-mm-dd) to (yyyy-mm-dd)
	Services	Firm (\$ Price / Day)	Firm (\$ Price / Day)	Firm (\$ Price / Day)	Firm (\$ Price / Day)	Firm (\$ Price / Day)
6.	Real-Time Hook-Ups (charge per day)	\$	\$	\$	\$	\$

	Additional Miscellaneous Services	Additional Hiring Fee (\$)	Additional Hiring Fee (\$)	Additional Hiring Fee (\$)	Additional Hiring Fee (\$)	Additional Hiring Fee (\$)
7.	Contractor's additional fee for making arrangements with another Contractor to provide a Court Reporter(s) for court reporting services outside the GTA.	\$	\$	\$	\$	\$



ANNEX B

BASIS OF PAYMENT

REGION 2

FOR SERVICES IN ALL OTHER LOCATIONS OUTSIDE THE GREATER TORONTO AREA within the Province of Ontario (excluding the National Capital Region).

Item No.	A Categories		B Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	C Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	D Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)	E Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd)	F Option Year 4 (yyyy-mm-dd) to (yyyy-mm-dd)
	Name and Delivery Period of Transcripts	Transcript Format Specifications	(\$ Price / Page	(\$ Price / Page	(\$ Price / Page	(\$ Price / Page	(\$ Price / Page
8.	Ordinary certified transcript: Original plus one copy and one electronic copy, delivered within 10 business days	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
9.	Ordinary certified transcript second copy: Delivered within 10 business days	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
10.	Expedited certified transcript: Original plus one copy and one electronic copy, delivered within 2 business days	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
11.	Expedited certified transcript , second copy: Delivered within 2 business days	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$



ANNEX B

BASIS OF PAYMENT

REGION 2

FOR SERVICES IN ALL OTHER LOCATIONS OUTSIDE THE GREATER TORONTO AREA within the Province of Ontario (excluding the National Capital Region).

Item No.	A Categories		B Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	C Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	D Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)	E Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd)	F Option Year 4 (yyyy-mm-dd) to (yyyy-mm-dd)
	Name and Delivery Period of Transcripts	Transcript Format Specifications	(\$ Price / Page	(\$ Price / Page	(\$ Price / Page	(\$ Price / Page	(\$ Price / Page
12.	Daily Certified Transcript: Original plus one copy and one electronic copy, delivered next business day	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
13.	Daily Certified Transcript, second copy: Delivered next business day	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
14.	Draft Electronic Transcript: Delivered electronically within 2 hours of proceeding ending for the day.	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$
15.	Condensed Transcript	32 lines	\$	\$	\$	\$	\$
		28 lines	\$	\$	\$	\$	\$



ANNEX B

BASIS OF PAYMENT

REGION 2

FOR SERVICES IN ALL OTHER LOCATIONS OUTSIDE THE GREATER TORONTO AREA within the Province of Ontario (excluding the National Capital Region).

Notes:

- The Offeror must submit a rate for all 32 and 28 transcript format specifications.
- If the Offeror does not charge for the condensed or unedited draft copy(s) then the Offeror must indicate this by applying either a \$0.00 or n/c (no charge) in the above Columns, B, C, D, E, and F.
- All electronic transcripts must be available in MS Word, searchable PDF and ASCII.
- The Offeror is entitled to 4.0 hours maximum for attendance rate regardless of the length of the legal proceeding. Should the length of the legal proceeding last less than four (4.0) hours, the Offeror will be entitled to invoice for four (4.0) hours maximum.



ANNEX B

BASIS OF PAYMENT

Cancellation

All legal proceedings cancelled with at least 48-hour notice (business days) will not be subject to any cancellation fees including out of town sittings (attendance fees). Weekends will be calculated in the cancellation fee notice period only if the cancellation notice was provided prior to Friday at 17:00 hours.

Each day of a hearing will be treated separately for the purposes of cancellation. For example, if a legal proceeding 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.

The cancellation fee shall be calculated by multiplying the Offerors hourly attendance rate times 4.0 hours.

Other Expenses Directly Related to the Court Reporting Services

Services that are requested and authorized by the Technical Authority or designated representative, which will include but not be limited to, videography service, videoconference, room rentals and audio visual equipment rental and courier service, will be reimbursed at cost when invoices are submitted with support documentation. No allowance for overhead or profit is permitted.

Travel and Living Expenses

There is no travel and living allowance within the GTA, which includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions.

For all locations outside the GTA, the first option is, the Offeror must try to obtain a Court Reporter who resides within the location of the hearing, whether the Court Reporter is an employee of the Offeror or under an agreement with the Offeror or Sub-Contractor, no travel and living expenses shall be incurred.

If the first option is not possible, then the Offeror must obtain a Court Reporter who lives in close proximity to the hearing location as a second option and the Offeror will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B and C of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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



Annex C

Standing Offer Reports

Standing Offer No.		Reporting Quarter Period		Standing Offer Authority	
Call-up No.		Amendment No.			
Date of Call-up		Call-up Period		Value of Call-up	
Item No.	Description of Services (as identified in the Basis of Payment)	Rate/Hour; and/or Firm Price; and/or Rate/Page	No. of Hours; and/or No. of Hook-Ups; and/or No. of Pages	Total Price per Item No.	
1.	Attendance (with transcript order)	\$			
2.	Attendance (without transcript order)	\$			
3.	Real-Time Attendance (with transcript order)	\$			
4.	Real-Time Attendance (without transcript order)	\$			
5.	Record and transcribe by means of a Conference Call or videoconferencing (does not include transcripts).	\$			
6.	Real-Time Hook-Ups (one-time charge per day)	\$			
7.	Contractor's additional fee for making arrangements with another Contractor to provide Court Reporting services outside the GTA.				
8.	Ordinary certified transcript: Original plus one copy and one electronic copy, delivered within 10 business days	32 lines	\$		
		28 lines	\$		
9.	Ordinary certified transcript second copy: Delivered within 10 business days	32 lines	\$		
		28 lines	\$		
10.	Expedited certified transcript: Original plus one copy and one electronic copy, delivered within 2 business days	32 lines	\$		
		28 lines	\$		
11.	Expedited certified transcript, second copy: Delivered within 2 business days	32 lines	\$		
		28 lines	\$		



Annex C

Standing Offer Reports

12.	Daily Certified Transcript: Original plus one copy and one electronic copy, delivered next business day	32 lines	\$		
		28 lines	\$		
13.	Daily Certified Transcript, second copy: Delivered next business day	32 lines	\$		
		28 lines	\$		
14.	Draft Electronic Transcript: Delivered electronically within 2 hours of proceeding ending for the day.	32 lines	\$		
		28 lines	\$		
15.	Condensed Transcript	32 lines	\$		
		28 lines	\$		
16.	Cancellation fee (applicable only with less than 48 hours notice)		\$		
17.	For videography service, videoconferencing, room rentals and/or audio visual equipment rental and courier service (at cost with supporting documentation and invoices).		\$		
18.	Travel and Living Expenses <u>outside</u> the GTA (in accordance with the Treasury Board Travel Directive)		\$		
	Sub-Total:		\$		
	Plus GST/HST Total:		\$		
	Grand Total (including GST/HST):		\$		
Name of Contractor					
Contractor's address					
Contractor's authorized signatory <i>We certify that the information in this report is accurate and complete</i>					
Name (print)				Title	
Signature				Date	



Annex D

Firm Organization's Profile and Subcontractors

1.0 Firm Organization's Profile

You are requested to provide the certificate of incorporation and provide the information listed below:

Legal Corporate Name of the Offeror: _____
Operating as: (if applicable) _____
Contact
Person: _____ Title: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Complete Address:

Registered or Incorporated: Federally: Yes___ No___ Provincially: Yes___ No___

Sole Proprietorship ___ Partnership ___ Corporate Entity _____

Business Number _____
Procurement Business Number: _____
Owner(s) of the Firm: _____

2.0 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Offeror MUST provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

_____ Yes, Subcontractors will be used. See list below.
_____ No, Subcontractors will not be used.

Subcontractors:

Name/Company	Address:	Description of work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Annex E

Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Department of Justice in connection with the Work, pursuant to Standing Offer No. _____ between Her Majesty the Queen in right of Canada, represented by the Department of Justice, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Offeror as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Department of Justice on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Department of Justice, to prevent the disclosure of or access to such information in contravention of this agreement. I also acknowledge that any information provided to the Offeror by or on behalf of Department of Justice must be used solely for the purpose of the Standing Offer and must remain the property of Department of Justice or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Standing Offer No:

_____.

Signature

Date



Annex F

**TRANSCRIPT SPECIFICATION
FOR
FEDERAL COURT RULES AND TAX COURT RULES**

Transcripts shall be required to 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 called SPEAKER;
- 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:
 - Top Margin: 1.0"
 - Bottom Margin: 1.0"
 - Left Margin: 0.750"
 - Right Margin: 1.0"



Annex F

**TRANSCRIPT SPECIFICATION
FOR
FEDERAL COURT RULES AND TAX COURT RULES**

Electronic Copies:

- transcript to be prepared in ASCII, MS Word and searchable PDF format;
- the label, on the CDs 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:
 - Top Margin: 1.0"
 - Bottom Margin: 1.0"
 - Left Margin: 0.750"
 - Right Margin: 1.0"

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 "Justice" shall be utilized instead of "the Court" when referring to statements made by the presiding judge.



Recipient Electronic Payment Registration Request



Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

The Government of Canada has announced that direct deposit will replace cheques as the method of payment. As a result, for Justice Canada, direct deposit will be mandatory as of April 1st, 2014. The Department is asking you to sign up for direct deposit by completing the "Recipient Electronic Payment Registration Request form".

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.



Annex G



Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.

Name / Nom
P.O. Box / C.P. 000
City / Ville, Canada H0H 0H0

Cheque No.
N° de chèque 0000000

Pay to the order of / Payez à l'ordre de

"Void" / «Nul»

Signature

Transit No. / N° de la succursale: "000"

Bank No. / N° de l'institution financière: "00000"000

Account No. / N° du compte: 000000"0

If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with original signature(s) to the following address:

For Goods and Services Suppliers

Chief, Accounting Services
Room 1386, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

For Grants and Contributions

Manager, Grants and Contributions Financial Services
Room 6250, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: "To be opened by addressee only".



Annex G


 Department of Justice Canada / Ministère de la Justice Canada
 RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST
DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE
Protégé B / Protected B

Your personal information are requested and compiled by the Department of Justice Canada for the purpose of administering the electronic payment program. The information is mandatory in the case where a Recipient decides to participate in the program. This information will be protected and used in conformity with the *Privacy Act*. Under the *Privacy Act*, each Recipient has access to their personal information and has the right to demand any modification. These information will be maintained by the Department of Justice.

IMPORTANT

- ➔ Must be a Canadian recipient holding a bank account in Canadian \$.
- ➔ For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees.
- ➔ Note that Direct Deposit payments carry no stub information.

1 - TYPE OF REQUEST

New request ➔ Direct Deposit (DD) Electronic Data Interchange (EDI)

Change ➔ to banking information (provide a new blank cheque)

from Direct Deposit (DD) to Electronic Data Interchange (EDI) from Electronic Data Interchange (EDI) to Direct Deposit (DD)

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)

Address _____ Name of Payment Contact (please print) _____

City _____ Telephone _____ Fax _____

Province _____ Postal Code _____ E-mail for Payment Notifications (please print) _____

Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print) _____ Telephone _____

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

Signature Date Signature

3 - BANKING INFORMATION

Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

1 Branch Number (transit) **2** Financial Institution Number **4** Name(s) of Account Holder(s)

3 Account Number

If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.

5 Financial Institution Name, Address and Telephone Number **7** Financial Institution Stamp

6 Signature of Financial Institution Representative

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

PROCESSED BY ➔ Name (please print) Vendor Code _____
 Signature Date _____

VERIFIED BY ➔ Name (please print) Signature _____
 Payment Method Changed

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Date

