

Question 3

Regarding MT1: "...the bidder must demonstrate that: ... (ii) For each client, the Bidder has provided the specific services for at least twelve months within the period of April 1, 2009 to March 21, 2014."

In relation to Bid Preparation Instructions c) start and end dates cannot be provided month/yr to month/yr as Court Reporting services are not provided on a continuous basis. They are provided on an as-and-when-requested basis. A given twelve-month contract may consist of 10 days in January, 2 days in February, 18 days in March, etc. Does "provided the services for at least twelve months within the period April 1, 2009 to March 31, 2014" mean that the bidder must be under contract to a client for at least 12 months to provide the specific services? Please clarify.

Question 4

Regarding MT4: "The Bidder must include in their bid a minimum of 2 English and 1 Bilingual Top Secret Court Reporters, each with twelve months experience ... within the period of April 1, 2009 to March 31, 2014."

In relation to Bid Preparation Instructions c) start and end dates cannot be provided month/yr to month/yr as Court Reporting services are not provided on a continuous basis. They are provided on an as-and-when-requested basis. A given twelve-month contract may consist of 10 days in January, 2 days in February, 18 days in March, etc. How are we to calculate what constitutes "twelve months experience"? Please clarify.

Question 5

MT1 states that the Bidder must demonstrate that it has provided four different services (Court Reporting, Transcription Services, Real-time Reporting, and Conference Calls) to at least 3 Outside Clients for a 12-month period between 2009 and 2014.

MT2 only requests that resources be proposed for the Court Reporting Service, leaving the other three services unaddressed. Is this an omission?

Question 6

Can the other services be performed by personnel not proposed in MT2?

Question 7

Regarding "Rough Draft":

In Annex "A" ("Statement of Work") Section 16.0 ("Glossary"), the definition of "Real-time Reporting" includes the statement:

"It is understood that fees for real-time reporting include Rough Draft, Daily Copy and the necessary software."

In Part 2 – Basis of Payment: Rough Draft is included in the fees for real-time reporting, yet there is a non-evaluated Rough Draft price per page requested that states, “no matter what method of recording is used.” This appears to be a contradiction. CAS runs the risk of a bidder exploiting this by over-charging for the service (charging when it should not be charged). We recommend that Rough Draft pricing be removed and the cost of rough draft be included in pricing for the services.

Question 8

Regarding “Rough Draft”, in the event CAS leaves this value-added service price but not evaluated, will CAS,

- i) Set a reasonable market value for this service rather than leaving it up to the bidders;
- ii) Set a reasonable percentage of the bidder's Daily Copy rate to be used as the Rough Draft rate; or
- iii) Add Rough Draft pricing to the evaluation?

Question 9

MT3 states that "The Bidder must provide ... a court or regulatory tribunal transcript sample it has completed for an Outside Client that must meet the following specifications..." It lists specifications for a properly-formatted CAS transcript.

- a) As every court and regulatory tribunal has its own transcript specifications, a true sample of those transcripts would not conform to the specifications listed in MT3. Are we being asked to reformat any samples from courts and tribunals that do not share the same specifications as CAS?
- b) Many Tribunals do not list Counsel, the Registrar, nor the Court Reporter on the title page, but rather on a separate ‘Appearances’ page. Are we being asked to contrive a Title Page that no longer resembles the original, and relocates these people to the Title Page and, as a result, eliminates the Appearances page?
- c) Most Tribunals are presided over by a panel rather than a single presiding judge.
 - i) Are we being asked to omit all but one panel member from the Title page?
 - ii) Are we being asked to alter the text of the original transcript to identify the presiding panel member, for instance, as "Justice"?
- d) Most Tribunals do not require witnesses to state their addresses on the record. Are we being asked to create fictitious addresses for these witnesses, if needed?

Alternately, is it CAS' intention to restrict bidding only to those firms that have done CAS transcripts in the recent past?

Question 10

There is no mention in MT3 of language. Are we being asked to provide a transcript sample of a Court or Regulatory Tribunal proceeding conducted in either official language, or must we provide a transcript sample of a bilingual Court or Regulatory Tribunal proceeding?

Question 11

On page 21/47, there is a requirement to provide rates for Closed Captioning set-up, English Captioning Services, French Captioning Services, and Monitor Rental. The preamble also provides a definition of CART. While CART, Captioning, and Closed Captioning are similar, the terms are not interchangeable.

- “Captioning” refers specifically to words being superimposed on a moving image;
- “Closed Captioning” is words embedded in a video signal which can be superimposed at the viewer's discretion; and
- “Communication Access Real-time Translation” (CART) as defined is live, word-for-word transcription.

It is clear what is being requested is Closed Captioning, not CART. Is this correct?

Question 12

Regarding MT2, can a resource be proposed in more than one area (e.g. Ottawa and DES)?

Question 13

When providing a Rough Draft, as described on page 22/47, would the Rough Draft be exempt from the Transcript Specification and Allowable Error penalty provisions of the Contract?

Question 14

In Part 7 - Resulting Contract Clauses, Standard Clause 6.6 - Price Certification / Discretionary Audit (a) Price Certification – Canadian-based suppliers. The following has been deleted from the Standard Clause:

“is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;...”

Please advise the reason for this deletion.

Question 15

Is the successful contractor allowed to add new pricing categories for outside sales to generate additional revenue? This has been the practice in the past and allowed by CAS.

Question 16

We note that there is no provision for monitoring or control of outside sales. Would CAS consider inserting a clause for quarterly reports? This could be used to ensure that overcharging is not taking place, correct?

Question 17

If CAS finds that overcharging by a contractor has taken place, will CAS a) terminate the contract, and ensure that overcharging to outside clients will be reimbursed?

Question 18

There is possibly one or two real-time reporters in all of Canada who have the skill set to report a bilingual proceeding in real-time, and the ones we have contacted have indicated that the software required to report bilingual real-time is still in its infancy.

However, the provision of French real-time reporting concurrently with English real-time reporting can overcome the current limitations of true bilingual real-time reporting. Would CAS accept this methodology as an alternative?

Question 19

Has CAS requested bilingual real-time services in the last three years and, if so, how many times?

Question 20

Has CAS requested French real-time services in the last three years and, if so, how many times?

Question 21

Has CAS requested English real-time services in the last three years and, if so, how many times?

Question 22

Regarding real-time bilingual reporting services, please note that in order to provide bilingual real-time reporting it would normally require two reporters, one being French, the other being English, as the software does not allow for both languages simultaneously. Would CAS therefore entertain the presence of two reporters, one being English, the other being French, to provide "bilingual" services?

Question 23

Currently there are no available bilingual real-time reporters in Ottawa or Toronto. Therefore, would CAS cover travel and living costs for bilingual reporters, if they are to exist, if such requirement were necessary?

Question 24

Three-day notice for a real-time reporter, bilingual or unilingual, is unrealistic as they are in short supply and in high demand. Therefore, would CAS consider at least five to 10-day notice of any requirement for real time?

Question 25

For real-time English and real-time bilingual requirement for Ottawa and Toronto, The Glossary definition states "Real time reporting: it is understood that that fees for real-time reporting include rough draft, daily copy and the necessary software. In order to provide an all inclusive rate:

- a) Is real time daily copy paper or electronic, or both?
- b) Is there a minimum/maximum number of hook-ups because the RFP does not provide that information?
- c) For daily copy, how many pages a day should this estimate be based on?
- d) For rough draft, is it assumed that there would be rough draft to the judge and all the parties, based on a per-page basis? Again, how many pages should this estimate be based on?
- e) When rough draft is provided to the Court, is it assumed that a clean copy would also be included, at the daily copy page rate?
- f) What is the cancellation policy for real time?

Question 26

Under Court Reporting Daily Rate Ontario, except Ottawa, the estimated number of sitting days is English 1510 days. This number has not changed from the last RFP CAS-13-036. It is to be presumed that, since CAS has started rolling out its new DARS Systems to both Toronto and Ottawa Courtrooms, should the estimated number of sitting days decrease in the option year periods?

Question 27

What is the estimated days where the Court might utilize DARS without court reporters and record only?

Question 28

Since Tax Court Toronto is under a separate contract for sitting days, is the 1510 sittings for Federal Court only.

Question 29 (follow up from Question 28)

Will this number decrease once CAS starts using DARS in the option year periods?

Question 30 (follow up from Question 28)

Would CAS revise their estimates for a Court Reporter to reflect the planned roll-out of the equipment?

Question 31

Since the number of sitting days should decrease as we have noticed in other CAS contracts, would this not decrease the number of Court Reporter-required days for each specific area except DES?

Question 32

We have reviewed the Federal Court Toronto hearing list and it does not reflect 1510 days for last year and the upcoming year. We observe approximately 857 sitting days. Would CAS please provide an explanation as to where the additional estimated sitting days come from?

Question 33

Under the statement of work 3.0, Requirements, paragraph 6:

"There may be scheduled on a regular basis up to 15 hearings simultaneously in Toronto, and a requirement that the Contractor may only be given short notice requiring the contractor to have sufficient resources to meet all of the requirements. In such event, the contractor must provide the resumes of additional resources for approval of CAS prior to commencing of work.

If this requirement is on a regular basis as mentioned, would the contractor require 15 court reporters, including two bilingual as a minimum for Toronto, excluding Ottawa, under MT2?

Why is it only eight English and two bilingual when the requirement states on a regular basis up to 15 hearings simultaneously in Toronto and a requirement that the Contractor

may only be given short notice requiring the contractor to have sufficient resources to meet all the requirements?

Question 34

Page 7/47, 4.0 of Part 3, Section III: Certifications

Page 10/47, 2.0 of Part 5, Certifications Precedent to Contract Award

Are these certifications to be submitted with the Bid or can they be submitted prior to contract award?

Question 35

As per the definition of Bilingual hearings, "... conducted in both English and French or that are conducted in French only.", and then the Basis of Payment schedules relating to Real Time English, Real Time Bilingual, will CAS amend the column for Real Time Bilingual for each region (pgs 18-21) to reflect the attendance of a Real-Time English and a Real-Time French Reporter to meet the Basis of Payment criteria?

Question 36

Appendix 'B', which is supposed to be the Security Requirements Check List ("SRCL"), was a blank page. Can you please provide the Bidders with the SRCL?

Question 37

The Statement of Work reads at page 12, clause 1.0(b): "Work...will be provided under the Contract on an 'as and when requested basis'."

The Certification that the reporters are to sign reads: "...shall be available as required by CAS."

If the Certification is to be accepted at its word, what is a reporter to do if he/she is reporting, say, a multi-day or multi-week hearing and is required by the CAS to report a 30-minute proceeding?

The way it currently reads, if one were to accept the Certification at face value, it seems potentially unfair to anyone signing it for an opportunity to work on "an as and when required" basis for the CAS. If a reporter signs the Certification and abides by it, that signature could potentially cost the reporter thousands of dollars of income.

Will the CAS modify the Certification to read something like "...if available, will provide the service to CAS."?

In the alternative, what is the intent of the Certification and how should firms/reporters abide if they should sign it?

Question 38

On pg 21/47 under the heading "Closed Captioning:", there is a request to submit pricing in four categories. As this is not being evaluated, and if a bidder does not submit their pricing, will this reflect non-compliance in response to this RFP?

Question 39

CAS is requesting a price for these additional services, but it will not form part of the evaluation, yet bidders' additional costs stated below, namely, transcript, overtime, cancellation, etc., equally apply to these services.

My question is: if this is not a mandatory request and it is not evaluated, does this mean if the pricing is not included in the Response to the RFP, that there would not be a recommendation for contract award?

Question 40

How will CAS determine who is awarded the services listed for Closed Captioning, page 21 of 47

Question 41

Page 29 of 47, Mandatory 3, it states: "New paragraph or new speaker shall be indented no more than 15 spaces from the edge of the page." This is apparently in error as it should be from the edge of the left margin.

Question 42

In the past when we have provided Top Secret services the court reporter provided his/her own recording equipment to maintain the record of proceedings and the client provided the computers used in the production of transcription.

The recording equipment of the reporter was returned at the conclusion of the transcription production.

1) Will CAS return the recording equipment to the reporter? If not, will CAS reimburse for the cost of recording equipment?

2) Will CAS provide the computers required for the production of transcripts? If not, will CAS reimburse to contractor for any computers not returned?

Question 43

It is imperative that bidders know exactly what will be graded so as to avoid not meeting the mandatory requirements.

As such, to ensure transparency and fairness, will CAS provide the evaluation grid that will be used by the evaluation team to grade/score transcripts submitted in the bidders' proposals?

Question 44

In the sample provided, the certification page is not formatted using line numbers. Is this an oversight or is this CAS' preferred format?

Question 45

It states that "It is understood that fees for real-time reporting include Rough draft, daily copy and the necessary software."

Is CAS looking for an all-inclusive fee to include attendance fees, daily copy based on a number of pages, real-time software hook up to judge and parties, travel and accommodation, and apply this rate against the estimated number of sitting days in T1, T3 and T5 for real-time English and real-time bilingual?

Question 46

Does the half day and cancellation clause apply to real-time reporting? Should the contractor plan for possible cancellation and half days in its fees?

Question 47

Since most real-time reporters are in constant demand, hence creating a shortage, how much notice will CAS give the Contractor of any upcoming hearing?

Question 48

It states on page 40/47 "new paragraph or new speaker shall be indented no more than fifteen (15) spaces from the edge of the page."

Has CAS changed its transcript format? The sample provided does not reflect this change. If this is the case, would CAS please provide a new sample?