



Courts Administration Service

Proposal No.: 5X001-14-0919

Closing Date/Date de Clôture

Time - Heure

January 16<sup>th</sup>, 2015

14 h - Local Ottawa Time.

GENERAL INFORMATION / CONDITIONS  
RENSEIGNEMENTS GÉNÉRAUX / CONDITIONS

**Title of project**

Court Reporting and Transcription Services

**Project Officer**

To be determined

**THIS SOLICITATION CONTAINS A SECURITY REQUIREMENT**

**Contract Officer's Address**

Materiel Management & Contracting Services  
Courts Administration Service  
90 Sparks Street – 9<sup>th</sup> Floor – Room 921  
Ottawa, Ontario  
K1A 0H9  
Attn : Francis Gosselin

**Contract Officer**

Francis Gosselin

Telephone No.

613-947-0439

Facsimile No.

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

**REQUEST FOR PROPOSAL**



*Signature :*

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

*Name in printed letters :*

*Address :*

*Title :*

*Date :*

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Basis for CAS' Ownership of Intellectual Property

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

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Bidder Information
5. Section III: Certifications
6. Bid Submission

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications
2. Certifications Precedent to Contract Award

### **PART 6 - SECURITY**

1. Security Requirement

### **PART 7 - RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Priority of Documents
10. Insurance

#### **List of Attachments:**

Attachment 1 to Part 3, Basis of Payment  
Attachment 1 to Part 4, Evaluation Procedures  
Attachment 1 to Part 5, Certifications Precedent to Contract Award

## **List of Annexes:**

Annex "A" Statement of Work  
Annex "B" Security Requirements Check List  
Annex "C" Declaration  
Annex "D" Authorization and Availability Certification

## **PART 1 - GENERAL INFORMATION**

### **1.0 Introduction**

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

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

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

The Annexes include the Statement of Work, Security Requirements Check List, Declaration and Authorization and Availability Certificate.

### **2.0 Summary**

#### a) Purpose of this Request for Proposal (RFP)

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

Three (3) separate Contracts will be awarded, one for each of the following:

- 1) Federal Court and Tax Court of Canada Proceedings in Ontario except Ottawa;
- 2) Federal Court and Tax Court of Canada Proceedings in Ottawa; and
- 3) Federal Court DES Proceedings in the Province of Ontario.

Bidders may submit a Proposal against one (1), two (2), or all three (3) areas (1-3) identified above. Selection for each area (1-3 above) will be conducted separately, in accordance with the Basis of Selection; such that a Bidder may be selected for one (1) area but not another.

Bidders should clearly indicate in their Proposal for which area(s) they are submitting.

#### b) Proposed Period of Contract

The work is to be performed from date of issue of any resulting Contract to March 31, 2015. The Bidder grants to CAS the irrevocable option to extend the term of the Contract by three (3) optional periods of up to one (1) year each under the same terms and conditions. CAS may exercise this option at any time by sending a notice to the Bidder at least fifteen (15) calendar days prior to the then existing Contract expiry date. For example, notice must be sent for an extension of option period 2 at least fifteen (15) calendar days prior to the expiry of option period 1. The Bidder agrees that, during the extended periods of the Contract, the rates/prices will be in accordance with the provisions of the Contract.

## **PART 2 - BIDDER INSTRUCTIONS**

### **1.0 Standard Instructions, Clauses and Conditions**

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services (PWGSC). The Manual is available on the Buy and Sell Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting Contract.
- (c) The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Procurement Ombudsman Solicitation Clause

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

### **2.0 Submission of Bids**

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

Courts Administration Service  
90 Sparks Street – 9<sup>th</sup> Floor – Room 921  
Ottawa, Ontario K1A 0H9  
Attn: Francis Gosselin

An electronic version must also be provided on C.D. or USB (flash stick) to the above mentioned address and included within the Bidder's submission package.

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

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

### **3.0 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 FPSs, Bidders must provide the information required below before Contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is

completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;

- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- 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.

#### **4.0 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority by January 2<sup>nd</sup>, 2015. Enquiries received after that time may not be answered.

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

- (b) CAS will provide responses to questions brought forward through the Government Buy and Sell web site at <https://buyandsell.gc.ca/tenders>. Bidders should refer to the posted abstract for RFP No. 5X001-14-0919 for postings related to this RFP.
- (c) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable CAS to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where CAS determines that the enquiry is not of a proprietary nature. CAS may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. CAS may not answer enquiries not submitted in a form that can be distributed to all Bidders.

#### **5.0 Applicable Laws**

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

#### **6.0 Basis for CAS' Ownership of Intellectual Property**

CAS has determined that any intellectual property rights arising from the performance of the Work under any resulting Contract will belong to CAS, on the following grounds:

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

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

#### **1.0 Bid Preparation Instructions**

- (a) CAS requires that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies and 1 soft copy);  
 Section II: Financial Bid (2 hard copies and 1 soft copy); and  
 Section III: The Certifications of Part 5 (1 hard copy).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- (b) The Financial bid must be contained entirely within a separate and sealed envelope. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Bidders must also provide their pricing schedule in an electronic format (as per the pricing schedule herein) within this separate sealed envelope.
- (c) CAS requests that Bidders follow the format instructions described below in the preparation of their bid:
  - 1. use 8.5 x 11 inch (216 mm x 279 mm) paper; and
  - 2. use a numbering system that corresponds to the bid solicitation.

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 Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

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

Bidders must submit their financial bid in Canadian funds and in accordance with the basis of payment detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.

## **4.0 Section III: Certifications**

Bidders must submit the certifications required under Part 5 with their Proposal, or, prior to issuance of any Contract upon request of CAS (see also Part 5, Clause 2.0).

## **5.0 Bid Submission**

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

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

Bids received after the specified date and time stipulated herein shall be returned unopened to the

Bidder and given no further consideration.

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

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

The Bidder must provide a signed declaration, as set out in Annex "C", with their bid submitted in response to this RFP. The declaration must make reference to the RFP No.5X001-14-0919. The Bidder's signature shall indicate acceptance of the terms and conditions set out herein. The signatory must have the legal and corporate authority to commit the organization by making such a bid.

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

The bid must be structured as set out in clause 1 "Bid Preparation Instructions" of Part 3, items (a) and (b).



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1.0 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team comprised of representatives of CAS will evaluate the bids.

### **1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of Contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), sub Bidders, or suppliers will not be considered. However, joint bids are permitted as long as all of the parties that are part of the bid are identified and are shown to jointly meet the bid requirements. For joint bids, the combined experience of the parties to the Joint Venture will be considered in the evaluation of Bidder's experience.

### **1.2 Mandatory Technical Criteria**

Refer to Evaluation procedures in Attachment 1 to Part 4.

### **1.3 Financial Evaluation**

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

### **2.0 Basis of Selection - Lowest Evaluated Price**

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory technical criteria to be declared responsive.
- (b) Three separate Contracts will be awarded. One (1) Contract will be awarded for each of the following areas: (a) FEDERAL COURT AND TAX COURT OF CANADA IN ONTARIO EXCEPT OTTAWA, (b) FEDERAL COURT AND TAX COURT OF CANADA IN OTTAWA and (c) DESIGNATED PROCEEDINGS HEARINGS. Within each area, the responsive bid with the lowest evaluated price will be recommended for award of a Contract for that area.

## **PART 5 - CERTIFICATIONS**

### **1.0 Certifications**

Bidders must provide the required certifications and associated information to be awarded a Contract.

The certifications provided by Bidders to CAS are subject to verification by CAS at all times. CAS will declare a bid non-responsive, or will declare a Contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the Contract period.

Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **2.0 Certifications Precedent to Contract Award**

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

### **2.1 Federal Contractors Program for Employment Equity - Bid Certification**

If the Bidder intends to bid on, or being in receipt of, a federal government goods or services Contract, standing offer or Contract issued under a Supply Arrangement, valued at \$1,000,000 or more (including applicable taxes), it must certify that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

The Contracting Authority will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of Contract award.

The Contracting Authority will also have the right to terminate any Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before Contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **PART 6 - SECURITY**

### **1.0 Security Requirement**

At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses for the remainder of the services to be provided under the RFP;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or

sensitive work site(s) under any Contract must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;

- (c) the Bidder must provide the names of all individuals who will require access to classified or protected information, assets or sensitive work sites under any Contract;
- (d) for the Designated Proceedings (DES) of this RFP, the Bidder must hold a valid Facility Security Clearance at the level of TOP SECRET, as indicated in Part 7 - Resulting Contract Clauses; CAS may have a requirement to select Court Reporters to TOP SECRET SIGINT and conduct indoctrinations for special hearings as determined by the Project Authority.

The Bidder must provide a list of Court Reporters with valid TOP SECRET clearances for which a subject interview was conducted by the Canadian Security Intelligence Service, the Communications Security Establishment or CAS within the past five years.

- (e) for the remainder of the RFP, the Bidder must hold a valid organization security clearance of at least RELIABILITY STATUS, as indicated in Part 7 - Resulting Contract Clauses.

For additional information on security requirements, Bidders should consult the "Security Requirements on PWGSC Bid Solicitation - Instructions for Bidders" document on the Departmental Standard Procurement Documents Website: <https://buyandsell.gc.ca/initiatives-and-programs/build-in-canada-innovation-program-bcip/submit-a-proposal/security-requirements>.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1.0 Statement of Work

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

### 2.0 Standard Clauses and Conditions

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

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

### 2.1 General Conditions

2035 (2014-09-25), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

### 3.0 Security Requirement

There are multiple levels of personnel security restrictions.

The following security classification guide must be adhered to:

#### A. For the requirement for Court Reporters and Transcripts for Designated Proceedings (DES):

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **TOP SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **TOP SECRET**, as required, granted or approved by CAS. CAS may have a requirement to select Court Reporters to TOP SECRET SIGINT and conduct indoctrinations for special hearings as determined by the Project Authority. Court Reporters identified on the Contractor's list will be considered first for TOP SECRET SIGINT and indoctrination requirements by CAS.
- 3. The Contractor **MUST NOT** remove any **PROTECTED/CLASSIFIED** information from the identified work site(s), including any transcripts that may be prepared on-site, and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts that contain security requirements are **NOT** to be awarded without the prior written permission of CAS. The Contractor shall be responsible for identifying the Security Requirements of

the Contract to their sub-Contractors and for ensuring that sub-Contractors comply with these requirements and that the Contracting Authority is informed.

5. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "B"; and
  - (b) *Industrial Security Manual* (Latest Edition).

**B For the requirement for Court Reporters and Transcripts for the remainder of the services to be provided under the RFP:**

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **RELIABILITY STATUS**, issued by the CISD/PWGSC.
2. The Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **ENHANCED STATUS**, granted or approved by CAS prior to commencing any work under the Contract.
3. The Contractor **MUST NOT** remove any **PROTECTED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts that contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC. The Contractor shall be responsible for identifying the Security Requirements of the Contract to their sub-Contractors and for ensuring that sub-Contractors comply with these requirements and that the Contracting Authority is informed.
5. The Contractor must comply with the provisions of the:
  - (c) Security Requirements Check Lists and security guide (if applicable), attached at Annex "B"; and
  - (b) *Industrial Security Manual* (Latest Edition).

**3.1 Contractor's Site or Premises Requiring Safeguard Measures**

The Contractor must diligently maintain up-to-date information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses [to be inserted at the issuance of the Contract]:

Address:  
Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

**4.0 Term of Contract**

**4.1 Period of Contract**

The period of any Contract is from Contract award date to March 31<sup>st</sup>, 2015.

**4.2 Option to Extend the Contract**

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

CAS may exercise this option at any time by sending a written notice to the Contractor at least fifteen

(15) calendar days prior to or before the then existing Contract expiry date. For example, notice must be sent for an extension of option period 2 at least fifteen (15) calendar days prior to the expiry of option period 1. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through notice to the Contractor.

## **5.0 Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Francis Gosselin  
Courts Administration Service  
90 Sparks Street – 9<sup>th</sup> Floor – Room 921  
Ottawa, Ontario K1A 0H9  
Tel: (613) 947-0439  
E-Mail Address: Procurement.Approvisionnement@cas-satj.gc.ca

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

### **5.2 Project Authority**

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

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

### **5.3 Contractor's Representative**

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

## **6.0 Payment**

### **6.1 Basis of Payment**

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

### **6.2 Limitation of Expenditure**

- (a) CAS' total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax are extra, if applicable.
- (b) No increase in the total liability of CAS or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in CAS' total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

1. when it is 75 percent committed or
2. four (4) months before the final delivery date or
3. as soon as the Contractor considers that the Contract funds are inadequate for the completion of the Work.

### 6.3 Travel and Living Expenses – National Joint Council Travel Directive

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

All travel must have the prior authorization of the Project Authority. Further, estimates of all travel expenses are to be provided to the Project Authority at least one (1) week in advance of the travel date

All payments are subject to government audit.

Maximum of amount for travel and living expenses: \$ \_\_\_\_\_

### 6.4 Method of Payment

CAS 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 with original travel receipts required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by CAS; and
- (c) the Work performed has been accepted by CAS.

The Directive on payment requisitioning and cheque control can be found at:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15784&section=text>

### 6.5 SACC Manual Clauses

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

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

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

### 6.6 Price Certification / Discretionary Audit

- (a) Price Certification - Canadian-based Suppliers

The Contractor certifies that the price proposed:

(a) does not include an element of profit on the sale in excess of that normally obtained by the Contractor on the sale of goods, services or both of like quality and quantity; and

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

CAS reserves the right to request Price Support from the Contractor. Acceptable price support is one or more of the following:

(a) a current published price list indicating the percentage discount available; or

(b) paid invoices for like services sold to other customers.

(b) C0705C (2010-01-11), Discretionary Audit

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

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

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

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

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

(e) The Contracting Authority retains the right to request a report from the Contractor regarding the transcripts provided for hearings of the Federal Court and the Tax Court of Canada to any party requesting a copy of the transcript to ensure a fair price over the term of the Contract including option years. The report would detail the hearing number, the requesting party, the date the request was submitted, the turnaround time, the format of the transcript, the transcript fee charged and the number of pages of the transcript.

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

3. For greater certainty, this provision survives termination of the Contract.

## **7.0 Invoicing Instructions**

(a) The Contractor must submit invoices in accordance with the information required in Section 12 of 2035, General Conditions <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/14>. The original invoice must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract, no later than 30 calendar days after the end of a hearing together with any travel claim supported by all original receipts. See also section 6.4.

## **8.0 Certifications**

### **8.1 Compliance**



The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right to pursue a number of remedies pursuant to the default provision of the Contract, including the right to terminate the Contract.

## **8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **9.0 Priority of Documents**

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

1. the Articles of Agreement;
2. the general conditions 2035 (2014-09-25)
3. Annex "A" Statement of Work;
4. Annex "B" Security Requirements Check List;
5. Any and all annexes;
6. The Contractor's proposal dated \_\_\_\_\_

## **10.0 Insurance**

SACC Manual clause G1005C (2008-05-12), 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 to CAS under the Contract.

**ATTACHMENT 1 TO PART 3, BASIS OF PAYMENT**

CAS plans on issuing three Contracts under this RFP:

- a) Federal Court and the Tax Court of Canada proceedings in Ottawa
- b) Federal Court and the Tax Court of Canada proceedings in Ontario except for the city of Ottawa
- c) Federal Court Designated Proceedings (DES) throughout the Province of Ontario

Bidders may submit a Proposal for one (1), two (2) or all three (3) of the above areas (a through c).

For each requirement (a-c) against which the Bidder is submitting its Proposal, the Bidder must provide its rates for Court Reporting services at hearings, conference calls and for transcription services.

Within the Basis of Payment, all references to years (201x-201x) in the Contract Period and any of the Option Periods has the meaning of April 1 of the first year indicated to March 31 of the following year.

**PART 1 – BASIS OF PAYMENT**

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

**COURT REPORTING DAILY RATE – FEDERAL COURT AND TAX COURT OF CANADA IN ONTARIO EXCEPT OTTAWA**

Regular hearings	Estimated number of sitting days (A)	Original Contract Period 2014-2015 Daily rate (B)	Option Period #1 2015-2016 Daily rate (C)	Option Period #2 2016-2017 Daily rate (D)	Option Period #3 2017-2018 Daily rate (E)	Total Price A x {(0.25xB)+C+D+E}= (F)
1) English	1510					
2) Bilingual*	90					
3) Real Time English	50					
4) Real Time Bilingual*	25					
Bidder’s total price for court reporter sitting fees						
F1+F2+F3+F4 = Total T1 =						\$

\* Bilingual hearings are defined as hearings which are conducted in both English and French or that are conducted in French only.

**COURT REPORTING CONFERENCE CALLS**  
**FEDERAL COURT AND TAX COURT OF CANADA IN ONTARIO EXCEPT OTTAWA**

Conference Calls-	Estimated number of hours for Calls (A)	Original Contract Period 2014-2015 (B)	Option Period #1 2015-2016 (C)	Option Period #2 2016-2017 (D)	Option Period #3 2017-2018 (E)	Total Price A x $\{(0.25 \times B) + C + D + E\} =$ (F)
5) English	180					
6) Bilingual*	20					
Bidder's total price for Conference Calls						F5+F6 = <b>Total T2 =</b> \$

\* Bilingual hearings are defined as hearings which are conducted in both English and French or that are conducted in French only.

**COURT REPORTING DAILY RATE**  
**FEDERAL COURT AND TAX COURT OF CANADA IN OTTAWA**

Regular hearings	Estimated number of sitting days (A)	Original Contract Period 2014-2015 Daily rate (B)	Option Period #1 2015-2016 Daily rate (C)	Option Period #2 2016-2017 Daily rate (D)	Option Period #3 2017-2018 Daily rate (E)	Total Price A x $\{(0.25 \times B) + C + D + E\} =$ (F)
7) English	233					
8) Bilingual*	150					
9) Real Time English	16					
10) Real Time Bilingual*	2					
Bidder's total price for court reporter sitting fees						F7+F8+F9+F10 = <b>TOTAL T3 =</b> \$

\* Bilingual hearings are defined as hearings which are conducted in both English and French or that are conducted in French only.

**COURT REPORTING CONFERENCE CALLS**  
**FEDERAL COURT AND TAX COURT OF CANADA OTTAWA**

Conference Calls	Estimated number of hours for Calls (A)	Original Contract Period 2014-2015 Hourly rate (B)	Option Period #1 2015-2016 Hourly rate (C)	Option Period #2 2016-2017 Hourly rate (D)	Option Period #3 2017-2018 Hourly rate (E)	Total Price A x $\{(0.25 \times B) + C + D + E\} =$ (F)
11) English	205					
12) Bilingual*	85					
Bidder's total price for Conference Calls						
F11+F12=						<b>TOTAL T4=</b> \$

\* Bilingual hearings are defined as hearings which are conducted in both English and French or that are conducted in French only.

**COURT REPORTING – DAILY RATE – DES**

Regular hearings and Real Time	Estimated number of sitting days (A)	Original Contract Period 2014-2015 Daily rate (B)	Option Period #1 2015-2016 Daily rate (C)	Option Period #2 2016-2017 Daily rate (D)	Option Period #3 2017-2018 Daily rate (E)	Total Price A x $\{(0.25 \times B) + C + D + E\} =$ (F)
13) English	50					
14) Bilingual*	70					
15) Real Time English	30					
16) Real Time Bilingual*	22					
Bidder's total price for court reporter sitting fees						
F13+F14+F15+F16 =						<b>TOTAL T5 =</b> \$

\* Bilingual hearings are defined as hearings which are conducted in both English and French or that are conducted in French only.

**COURT REPORTING – CONFERENCE CALLS – DES**

Conference Calls	Estimated number of hours for calls (A)	Original Contract Period 2014-2015 Hourly rate (B)	Option Period #1 2015-2016 Hourly rate (C)	Option Period #2 2016-2017 Hourly rate (D)	Option Period #3 2017-2018 Hourly rate (E)	Total Price A x {(0.25xB)+C+D+E}= (F)
17) English	60					
18) Bilingual*	40					
Bidder's total price for Conference Calls						
F17+F18=						<b>TOTAL T6 =</b>
						\$

\* Bilingual hearings are defined as hearings which are conducted in both English and French or that are conducted in French only.

**Closed Captioning:**

CART (Communication Access Real-time Translation) is the live, word-for-word transcription of speech to text so that hearing impaired individuals can read what is being said in a hearing.

Closed Captioning will not form part of the evaluation. Bidders will be required to provide a rate as part of their financial proposal under this separate heading. This rate will apply for the duration of the Contract, including option periods. In addition, the transcript, overtime, cancellation and travel provisions included elsewhere in this bid apply equally to these services.

<b>Closed Captioning – Set-up and Preparation Time</b>
\$

<b>English Captioning Services (hourly rate)</b>
\$

<b>French Captioning Services (hourly rate)</b>
\$

<b>Monitor Rental (Optional)</b>
\$

**PART 2 – BASIS OF PAYMENT**

**TRANSCRIPTS:**

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

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

Second Copy means any Copy of a Transcript that is ordered subsequent to the very first Copy produced.

The second copy rate must be lower than the first copy rate for any identical delivery period, format and Contract period. For example the second copy price per page for an electronic transcript that has a delivery period of 10 days for the 2014-15 period **MUST** be lower than the first copy price per page for an electronic transcript that has a delivery period of 10 days for the 2014-15 period.

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

Note for DES hearings: Real-time reporting is for Public DES hearings only, while TOP SECRET hearings must be done using traditional methods of recording by using stenotype, stenomask or shorthand. No digital recording is permitted in DES closed hearings as per CAS' security policy.

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

**Rough Draft:**

Rough draft will not form part of the evaluation. However, no matter what method of recording is used. Bidders will be required to provide a rate as part of their financial proposal under separate heading

<b>Rough Draft Cost per page</b>
\$

**TRANSCRIPTS – FIRST COPY  
FEDERAL COURT AND TAX COURT OF CANADA IN ONTARIO (EXCEPT FOR OTTAWA)  
PRICE PER PAGE**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x $\{(0.25xB)+C+D+E\}$ = (F)
19) 10 days	electronic	2,000					
	paper	7,000					
20) 5 to 9 days	electronic	900					
	paper	3,500					
21) 2 to 4 days	electronic	450					
	paper	3,000					
22) Daily Copy	electronic	450					
	paper	1,500					
Bidder's total price for Transcripts from date of order fee							
$F19+F20+F21+F22 =$ <b>TOTAL T7 =</b>							\$

**TRANSCRIPTS – SECOND COPY PRICE PER PAGE  
FEDERAL COURT AND TAX COURT OF CANADA IN ONTARIO (EXCEPT FOR OTTAWA)**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x $\{(0.25xB)+C+D+E\}$ = (F)
23) 10 days	electronic	20					
	paper	70					
24) 5 to 9 days	electronic	10					
	paper	30					
25) 2 to 4 days	electronic	5					
	paper	30					
26) Daily Copy	electronic	5					
	paper	15					
Bidder's total price for Transcripts from date of order fee							
$F23+F24+F25+F26 =$ <b>TOTAL T8 =</b>							\$

**TRANSCRIPTS – FIRST COPY  
FEDERAL COURT AND TAX COURT OF CANADA IN OTTAWA  
(PRICE PER PAGE)**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x $\{(0.25xB)+C+D+E\}$ = (F)
-----------------	--------	--	---	---	---	---	--

27) 10 days	electronic	675					
	paper	525					
28) 5 to 9 days	electronic	725					
	paper	980					
29) 2 to 4 days	electronic	195					
	paper	435					
30) Daily Copy	electronic	630					
	paper	630					
Bidder's total price for Transcripts from date of order fee							
$F27+F28+F29+F30 = \text{TOTAL T9} =$							\$

**TRANSCRIPTS – SECOND COPY**  
**FEDERAL COURT AND TAX COURT OF CANADA IN OTTAWA**  
**PRICE PER PAGE**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x $\{(0.25 \times B) + C + D + E\} =$ (F)
31) 10 days	electronic	276					
	paper	5					
32) 5 to 9 days	electronic	6					
	paper	9					
33) 2 to 4 days	electronic	1					
	paper	4					
34) Daily Copy	electronic	6					
	paper	6					
Bidder's total price for Transcripts from date of order fee							
$F31+F32+F33+F34 = \text{TOTAL T10} =$							\$

**TRANSCRIPTS – FIRST COPY – DES – PRICE PER PAGE**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x $\{(0.25 \times B) + C + D + E\} =$ (F)
35) 10 days	electronic	131				-	
	paper	5,207					
36) 5 to 9 days	electronic	0					
	paper	10					
37) 2 to 4 days	electronic	0					
	paper	13					
38) Daily	electronic	0					
	paper	90					
Bidder's total price for Transcripts from date of order fee							
$F35+F36+F37+F38 = \text{TOTAL T11} =$							\$



**TRANSCRIPTS – SECOND COPY – DES – PRICE PER PAGE**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x $\{(0.25B)+C+D+E\}$ = (F)	
39) 10 days	electronic	560						
	paper	640						
40) 5 to 9 days	electronic	222						
	paper	378						
41) 2 to 4 days	electronic	120						
	paper	280						
42) Daily	electronic	600						
	paper	1,200						
Bidder's total price for Transcripts from date of order fee								
F39+F40+F41+F42 =							<b>TOTAL T12 =</b>	\$

**LONG TRIALS HEARINGS OF THREE OR MORE DAYS IN ONTARIO EXCEPT OTTAWA FIRST COPY PAPER TRANSCRIPT OF THE PROCEEDING IS ORDERED**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x $\{(0.25xB)+C+D+E\}$ = (F)	
43) 10 days	electronic	500						
	paper	2,000						
44) 5 to 9 days	electronic	500						
	paper	3,000						
45) 2 to 4 days	electronic	1,200						
	paper	4,000						
46) Daily	electronic	2,000						
	paper	8,000						
Bidder's total price for Transcripts from date of order fee								
F43+F44+F45+F46 =							<b>TOTAL T 13 =</b>	\$

**LONG TRIALS HEARINGS OF THREE OR MORE DAYS IN ONTARIO EXCEPT OTTAWA SECOND COPY PAPER TRANSCRIPT OF THE PROCEEDING IS ORDERED**

Delivery period	Format	Estimate d number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x $\{(0.25xB)+C+D+E\}$ = (F)
47) 10 days	electronic	5					

	paper	20						
48) 5 to 9 days	electronic	5						
	paper	30						
49) 2 to 4 days	electronic	10						
	paper	40						
50) Daily	electronic	20						
	paper	80						
Bidder's total price for Transcripts from date of order fee								
F47+F48+F49+F50 =							<b>TOTAL T 14 =</b>	\$

**LONG TRIALS HEARINGS OF THREE OR MORE DAYS IN OTTAWA FIRST COPY PAPER TRANSCRIPT OF THE PROCEEDING IS ORDERED**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x {(0.25xB)+C+D+E}= (F)	
51) 10 days	electronic	400						
	paper	0						
52) 5 to 9 days	electronic	1,200						
	paper	0						
53) 2 to 4 days	electronic	600						
	paper	0						
54) Daily	electronic	0						
	paper	2,700						
Bidder's total price for Transcripts from date of order fee								
F51+F52+F53+F54 =							<b>TOTAL T 15 =</b>	\$

**LONG TRIALS HEARINGS OF THREE OR MORE DAYS IN OTTAWA SECOND COPY PAPER TRANSCRIPT OF THE PROCEEDING IS ORDERED**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2014-2015 Per page (B)	Option Period #1 2015-2016 Per page (C)	Option Period #2 2016-2017 Per page (D)	Option Period #3 2017-2018 Per page (E)	Total Price A x {(0.25xB)+C+D+E}= (F)	
55) 10 days	electronic	4						
	paper	0						
56) 5 to 9 days	electronic	12						
	paper	0						
57) 2 to 4 days	electronic	6						
	paper	0						
58) Daily	electronic	27						
	paper	27						
Bidder's total price for Transcripts from date of order fee								
F55+F56+F57+F58 =							<b>TOTAL T 16 =</b>	\$

**PART 3: FOR EVALUATION PURPOSES, BIDDERS WITH THE LOWEST PRICE FOR A SPECIFIC REGION WILL BE AWARDED A CONTRACT**

**For Evaluation Purposes**

<b>ONTARIO (except Ottawa)</b>	<b>Bidders all inclusive proposed Price HST excluded</b>
<b>Sittings fees (T1+T2)</b>	
<b>Transcripts (T7+T8)</b>	
<b>Transcript Long trials (T13+T14)</b>	
<b>Total</b>	

**TOTAL FEDERAL COURT AND TAX COURT OF CANADA  
(ONTARIO EXCEPT OTTAWA) =\$**

<b>Ottawa</b>	<b>Bidders all inclusive proposed Price HST excluded</b>
<b>Sittings fees (T3+T4)</b>	
<b>Transcripts (T9+T10)</b>	
<b>Transcript Long trials (T15+T16)</b>	
<b>Total</b>	

**TOTAL FEDERAL COURT AND TAX COURT OF CANADA  
(OTTAWA) =\$**

<b>DES</b>	<b>Bidders all inclusive proposed Price HST excluded</b>
<b>Sittings fees (T5+T6)</b>	
<b>Transcripts (T11+T12)</b>	
<b>Total</b>	

**TOTAL DES =\$**

**EVALUATION PROCEDURES  
ATTACHMENT 1 to PART 4**

**1. Mandatory Technical Criteria**

- (a) The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (b) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.
- (c) The bid for the DES Contract must meet MT1, MT2, MT3 and MT4.
- (d) The bid for the Ottawa and Ontario (except for Ottawa) Contracts must meet MT1, MT2 and MT3.
- (e) The security clearance, résumé (qualifications and experience of the proposed resource(s)) will be assessed against the requirement set out in the RFP. The Project Authority reserves the right to request current reference checks, and to verify accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed individual (resource) to perform the required services, the Project Authority reserves the right to reject the proposed resource.

**Mandatory Technical Criteria (MT)**

Number	Mandatory Technical Criterion	Bid Preparation Instructions
<b>MT1</b>	<p>For each of the four services (court reporting, transcription services, real-time reporting and conference calls), the Bidder must demonstrate that:</p> <ul style="list-style-type: none"> <li>(i) It has provided the specific services to at least three (3) different Outside Client; and</li> <li>(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 31, 2014.</li> </ul> <p>(Outside Client refers to a client that is external to the Bidder's organization. Parent companies, affiliates and subsidiaries are considered internal.)</p>	<p>For each of the four services (court reporting, transcription services, real-time reporting and conference calls), the following information at a minimum must be provided for the three (3) Outside Clients:</p> <ul style="list-style-type: none"> <li>a) Client name and contact information.</li> <li>b) Description of services provided.</li> <li>c) Start and end dates of services provided. (month/yr. to month/yr.)</li> </ul>

<p><b>MT2</b></p>	<p>The Bidder must include in their bid the following minimum number of English and Bilingual Court Reporters, each with twelve months of experience using proven digital or verbatim reporting techniques (for example, Stenotype, Steno mask or Shorthand), within the period of April 1, 2009 to March 31, 2014 for each of the Contracts for which they are proposing:</p> <ul style="list-style-type: none"> <li>(a) 8 English and 2 bilingual for Ontario (except for Ottawa)</li> <li>(b) 3 English and 2 bilingual for Ottawa</li> <li>(c) 2 English and 1 bilingual for DES</li> </ul> <p>Only the minimum number of resources identified above (per area) are required to meet this mandatory requirement. Any resources provided above the minimum identified will only be evaluated in the event the first resources do not meet the mandatory requirement.</p> <p>(Bilingual refers to resources that are fluent in both French and English)</p>	<p>The following information at a minimum, must be provided:</p> <ul style="list-style-type: none"> <li>a) Individual court reporter's name.</li> <li>b) Description of individual's experience in courtroom or regulatory tribunal reporting.</li> <li>c) A four column table that summarizes and totals the experience of the court reporters as follows: <ul style="list-style-type: none"> <li>(i) Client name</li> <li>(ii) Contact information</li> <li>(iii) Start and end date of services provided by the individual Court reporter (month/year to month/year)</li> <li>(iv) Reporting technique</li> </ul> </li> </ul>
<p><b>MT3</b></p>	<p>The Bidder must provide a paper and electronic copy on CD of a court or regulatory tribunal transcript sample it has completed for an Outside Client that must meet the following specifications:</p> <ul style="list-style-type: none"> <li>- a title page which identifies the hearing location and date, the Court file number, the presiding Judge is to be identified, the names of counsel present and the parties represented, the court registrar's name and the court reporter's name;</li> <li>- 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;</li> <li>- each speaker is to be identified by name;</li> <li>- each recess, adjournment, or other break will be clearly noted as BREAK;</li> <li>- all pages shall be numbered at the top centre of the page;</li> <li>- each line shall be numbered for easy reference using the automatic numbering function available in Microsoft Word;</li> <li>- starting and finishing times must be included;</li> <li>- new paragraph or new speakers shall be indented no more than fifteen (15) spaces from the edge of the page;</li> <li>- a maximum of five (5) spaces shall be left after a colon before continuing with text;</li> <li>- optimization to be set at 100%;</li> <li>- each page shall contain no less than</li> </ul>	<p>Bidder to provide sample in electronic and paper formats.</p>

	<p>twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;</p> <ul style="list-style-type: none"> <li>- font to be used is Courier new;</li> <li>- names and complete addresses of witnesses called to testify shall be indicated in the transcript;</li> <li>- Margins to be no greater than: <ul style="list-style-type: none"> <li>o Top Margin: 1.0" (the top margin refers to the space between the top edge of the page and the first line of the text)</li> <li>o Bottom Margin: 1.0" (the bottom margin refers to the space between the bottom edge of the page and the last line of the text)</li> <li>o Left Margin: 1.5" (the left margin refers to the space between the left edge of the page and the first character of the text, other than the line number)</li> <li>o Right Margin: 1.0" (the right margin refers to the space between the last character of the text and the right edge of the page)</li> </ul> </li> <li>- certificate on the last page bearing the transcriptionist's signature, typed name and date.</li> </ul> <p>The transcripts shall also be prepared in accordance with the following guidelines:</p> <ul style="list-style-type: none"> <li>- Canadian spelling shall be used at all times for terms such as "favour", "colour", "judgment" honour etc</li> <li>- The term "Justice" shall be utilized instead of "the Court" when referring to statements made by the presiding judge.</li> </ul> <p>For the electronic version, the transcript is to be provided in Microsoft Word 2003 format on a CD.</p> <p>The label on the CD 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.</p> <p>Otherwise, the set up is to be consistent, where applicable, with the printed version requirements set out above.</p>	
--	--	--

<p><b>MT4</b></p>	<p>The Bidder must include in their bid a minimum of 2 English and 1 Bilingual Top Secret Court Reporters, each with twelve months experience using digital or verbatim techniques such as Stenotype, Steno mask or shorthand in a court room environment within the period of April 1, 2009 to March 31, 2014.</p>	<p>The following information at a minimum, must be provided:</p> <ul style="list-style-type: none"> <li>a) Individual court reporter's name.</li> <li>b) Description of individual's experience in courtroom or regulatory tribunal reporting.</li> </ul>
-------------------	---	---

		<p>c) A four column table that summarizes and totals the experience of the court reporters as follows:</p> <ul style="list-style-type: none"><li>(i) Client name</li><li>(ii) Contact information</li><li>(iii) Start and end date of services provided by the individual Court reporter (month/year to month/year)</li><li>(iv) Reporting technique</li></ul>
--	--	--

**ATTACHMENT 1 to PART 5  
CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

**1.0 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a Contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the Contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under any Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to Contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



**1.1 Status and Availability of Resources**

- (a) The Bidder certifies that, should it be awarded a Contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the Project Authority and at the time specified in the bid solicitation or agreed to with the Project Authority. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience, meeting the minimum requirements identified in the Statement of Work, for the Project Authority’s approval. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience and security clearance of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default. In addition, the Bidder must seek the permission of the Project Authority, with reasonable notice and with the requisite information detailed above, to use any resource not submitted as part of the original bid. The Project Authority has the discretion to refuse any proposed resource.
  
- (b) If the Bidder has proposed any individual (resource) who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to the Project Authority. The Bidder must provide to the Contracting Authority a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability (in the form of Annex D).

**1.2 Education and Experience**

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

**1.3 Public Disclosure**

In the event that the Bidder is successful, the Bidder agrees to the public disclosure by CAS of its Contract arrangement unit prices or rates as set out in the “Basis of Payment” section and further agrees that it will have no right to claim against Canada, CAS, their employees, agents or servants in relation to such disclosure (in the Form of Annex C). CAS will publicly disclose the information set out in the “Basis of Payment” section for the original Contract period upon Contract award, and such pricing for subsequent option years as such option years are exercised.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 TITLE

Court Reporting and Transcription Services

#### 2.0 MAIN OBJECTIVE

The objective of this Contract is to acquire Court Reporting and Transcription Services, as described herein, for (one (1) of the following areas to be inserted upon contract issuance):

1. Federal Court and Tax Court of Canada proceedings in Ontario except Ottawa; or
2. Federal Court and Tax Court of Canada proceedings in Ottawa; or
3. Federal Court DES proceedings in the Province of Ontario.

#### 3.0 REQUIREMENTS

Based on previous years' requirements and anticipated future needs, CAS has determined that it requires the following services in the province of Ontario:

For Court Reporting, the Contractor shall supply English and Bilingual reporters, to provide complete reporting services for scheduled hearings and conference calls. For greater certainty, a Bilingual reporter must be fluent in both French and English. A separate back-up system for recording the proceedings must be utilized at all times. The back-up system will be provided by CAS unless the Project Authority waives this requirement.

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

The Contractor's resources must have twelve months experience in court reporting using proven digital or verbatim reporting techniques, such as Stenotype, Steno mask or Short hand.

For DES proceedings, the requested transcripts for any Top Secret hearings must be produced on CAS' premises, during regular office hours. No CDs, tapes, recordings, documents or materials are to leave the premises.

There may be scheduled, on a regular basis, up to fifteen (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 requirements. In such event, the Contractor must provide the resumes of additional resources for approval of CAS prior to commencing Work.

The Project Authority reserves the right to request the services of a specific individual for a particular sitting. The Project Authority will endeavor to provide 24 hours notice for any such request. The Project Authority also reserves the right to refuse a particular reporter when it has received a complaint(s) from the Registry and/or the judiciary and the Contractor shall provide a security-cleared replacement, with 12 months experience, that is acceptable to the Project Authority within 24 hours notice of the refusal.

Conference calls are by default provided from the Contractor's premises, unless instructed otherwise by the Project Authority. A conference call may contain multiple hearings, in which case a list will be provided to the Contractor. Additional or substituted hearings may be added to the list to be heard within that same call period at no additional charge.

A Court Reporter who has been booked for attendance in Court at a hearing may also be requested

and must conduct conference calls within that booked period at no additional cost as the daily rate or half day rate will be in effect.

The Contractor shall have at all times during the course of the Contract, an experienced manager available on call with the authority to make any necessary decisions on the part of the Contractor should difficulties arise.

The Court Reporter and all other personnel provided by the Contractor must dress conservatively and in a manner in keeping with the image of the Court.

The Contractor shall ensure that the work done can be undertaken and completed without a conflict of interest. During the term of the Contract the Contractor shall not undertake or engage in any work for another client that could reasonably result in a conflict of interest. In the event of a potential conflict of interest, the Contractor must identify the situation immediately to CAS for determination. In the event of any doubt as to whether or not there is or could be a conflict, the decision of the Contracting Authority is final and binding. In the event a conflict of interest (potential or actual) is determined by the Contracting Authority, the Contractor must provide a qualified replacement resource for the hearing who is acceptable to CAS.

#### **4.0 TECHNICAL AND QUALITY REQUIREMENTS**

The preparation of transcripts may be from the Court's own DARS CD or the Contractor's traditional recording methods depending on the situation, as determined by the Project Authority. CAS will identify which recording method will be used for the hearing. Where CAS records its own hearing and requires a certified paper transcript, the Contractor will prepare an accurate certified verbatim transcript from DARS CDs produced by CAS staff of hearings. A signed certificate must be provided by the Contractor for all transcripts, whether they are ordered digitally or as a hard copy.

The Contractor shall provide all verbatim reporting equipment, supplies and back-up necessary for recording the hearings only if requested by the Project Authority.

Transcripts are to be provided in Microsoft Office 2003. The Contractor will be given thirty (30) days notice of any changes to CAS software and must provide transcripts in any alternate software as identified by CAS, at no additional cost (note: this is anticipated to require a transition to Microsoft Office 2010 during one of the Option period, if exercised by CAS).

Digital recordings are to be produced in MP3 48 KHz format (not 44.1 KHz)

The following file naming conventions must be used:

CDs - Court underscore, file number underscore, date of hearing (YYYYMMDD).mp3

Transcripts – Court underscore, file number underscore, date of hearing (YYYYMMDD) underscore, judge's name.doc.

Examples:

FC\_T-123-06\_20120819.mp3 and TCC\_2003-1234(IT)(G)\_20120819.mp3.

FC\_T-123-06\_20120819\_mosley.doc and TCC\_2003-1234(IT)(G)\_20120819\_woods.doc.

The Contractor shall safely store the records of the proceedings for a period of five (5) years from the date on which a sitting is completed. Where the proceedings are stored at the Contractor's premises, the Contractor shall limit access to the original records to the Project Authority or a delegate. The Contractor must return the recordings as per Section 13 "Deliverables",

The Contractor and its employees/sub-contracted personnel shall abide by all appropriate guidelines pertaining to office and computer system security.

#### **5.0 AVAILABILITY OF PERSONNEL**

The Contractor certifies that every individual as proposed in its bid and as accepted by CAS will be available to perform the Work as required by the Project Authority and at the time specified in the request for Services, or agreed to with the Project Authority. If for reasons beyond its control, the Contractor is unable to provide the services of an individual previously approved by CAS, the

Contractor may propose a substitute with the same level of qualifications and experience (or meeting the minimum requirements identified in this Statement of Work) for the Project Authority's approval. The Contractor must advise the Project Authority of the reason for the substitution and provide the name, qualifications and experience and security clearance of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Contractor: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Contractor has proposed any individual (resource) who is not an employee of the Contractor, the Contractor 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 the Project Authority. The Contractor must provide to the Project Authority a written confirmation, signed by the individual, of the permission given to the Contractor and of his/her availability (in the form of Annex D). **The Contractor must provide an updated list of the available resources to the Project Authority on the first day of each month, indicating which resources are previously approved by CAS and which are proposed for approval by the Project Authority, along with their security clearances.**

The security clearance, résumé (qualifications and experience of the proposed resource(s)) will be assessed against the requirement set out in this Statement of Work. The Project Authority reserves the right to request current reference checks, and to verify accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed individual (resource) to perform the required services, the Project Authority reserves the right to reject the proposed resource upon which the Contractor must provide a qualified resource.

The Contractor shall have its Court Reporters on location one-half hour (30 minutes) before commencement of a hearing, to ensure their equipment is installed and functioning and that they are ready to commence at the designated start time.

The Contractor must use CAS approved reporters or CAS approved sub Contractors. Resources must be security cleared and available on an "as and when requested" basis, throughout the duration of the Contract. The Contractor must have resources available to accommodate the numerous and often urgent requests, given one hour notice.

The Project Authority, to the greatest extent possible, shall provide at least three (3) days notice of the need of the services of Court Reporters. The Contractor shall provide the Project Authority with an immediate response (no later than end of that business day, and sooner as identified by CAS in its request, when requested for urgent service) as to its plan to provide the services requested (including a request by the Project Authority for a specific reporter).

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

## **6.0 CANCELLATION**

### **Hearings:**

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

**The cancellation fee is limited to the half day rate or four (4) hours.**

### **Conference Calls:**

Conference calls will be compensated up to one hour at the Contractor's hourly rate if less than 24-hours notice has been provided except when the Court Reporter is on site and is being compensated the half day or daily rate, as applicable.

**Contract:**

The Contracting Authority may cancel the Contract, and all extensions or renewals thereof, without cause by giving thirty (30) days written notice to the Contractor of its intention to cancel.

Failure of the Contractor to comply with any of the terms and conditions of the Contract may be considered a material breach of Contract and may be cause for termination of the Contract.

For greater certainty, the discretionary audit provisions and requirement to return CAS materials survive termination of the Contract.

**7.0 LANGUAGE OF THE REQUIREMENT**

The Contractor shall provide Court Reporting services and related transcripts in English, French or Bilingual, as requested by the Project Authority. The Court Reporter shall respond to the Court in the language of the hearing when addressed and have knowledge and experience of the Court's subject area and terminology.

**8.0 HEARING DAYS**

Most sitting days are expected to be of eight (8) hours duration from 9am to 5pm, including one half hour for lunch, as well as any other breaks as the Court directs. The Project Authority will provide reasonable notice of any changes to the Court sitting schedule, whenever possible. However, sitting days may vary in length with little or no notice given. Where the hearing day extends beyond eight (8) hours, the Contractor shall be paid at the overtime rate (1.5 x the daily rate prorated to the half day). The Court Reporter must remain and provide Services until the end of the hearing.

**9.0 TRAVEL EXPENSES**

**It is understood that no travel expenses will be incurred for any hearings taking place in the cities of Ottawa or Toronto.**

The Contractor will be paid for authorized reasonable and proper travel and other expenses incurred in the performance of the Work in Ontario except Ottawa and Toronto, without any allowance therein for overhead or profit, and these costs which will be reimbursed in accordance with the [Treasury Board Travel Directive](#).

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

The Contractor undertakes to find the most cost effective and direct route of traveling to and from the hearing location.

All expenses are subject to Government Audit

Invoices shall be submitted to the Project Authority for all contracted administrative costs, except where otherwise stated. In the case where approved travel was incurred for a hearing, a single invoice for all contracted administrative costs plus a travel expense claim, together with all appropriate original receipts, must be submitted to the Project Authority within 30 days of the hearing.

All payments are subject to Government Audit.

**10. INVOICES**

Invoices and travel expense claim with original receipts must be submitted within 30 days after the hearing or the date a transcript is delivered to the Project Authority. The invoice must include the following:

- the date of hearing;
- name and address of the Contractor;
- item/reference number, deliverable and/or description of work;
- number of pages of transcript;
- Contract serial number and court file numbers;
- travel claim form and original receipts for all travel authorized by CAS; and
- the amount invoiced to the Project Authority (exclusive of the Goods and Services Tax [GST] or Harmonized Sales Tax [HST] as appropriate) and the amount of GST or HST, as appropriate, shown separately.

Failure to meet this requirement will be deemed a default pursuant to Section 15 below.

A monthly accounts receivable report must be sent to the Project Authority indicating outstanding invoices for their respective Court. Invoices must be sent to the Project Authority at:

Courts Administration Service Federal Court / DES Registry 90 Sparks Street – 4 <sup>th</sup> Floor Ottawa, Ontario K1A 0H9	Courts Administration Service Tax Court Registry 200 Kent Street – 4 <sup>th</sup> Floor Ottawa, Ontario K1A 0H9	Courts Administration Service Toronto Registry Office 180 Queen Street W. Suite 200 Toronto, Ontario M5V 3L6
---	--	--

## 11. TRANSCRIPTS

Transcripts are prepared by the company with which CAS is under Contract at the time. CAS is under no obligation for the preparation of transcripts to a Contractor who has performed court reporting for that particular hearing but whose Contract has ended at the time of the transcript request. For greater certainty, it is irrelevant who prepared the audio recording of the proceeding for purposes of transcript preparation.

Delivery is at the expense of the Contractor.

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

Where the Contractor fails to meet the transcript specifications or the allowable number of errors per page as per the Contract, the Project Authority may return the work to the Contractor for correction and the Contractor shall correct the work at his/her own expense and return it to the Project Authority within the original delivery period. If the transcript is returned after the original delivery period, the Contractor will charge the next (i.e. lower) delivery period rate for the transcript, discounted by 20%.

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

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

Irrespective of where the hearings are held, the Contractor must be capable of providing the following turnaround times for transcripts as specified by the parties or the Project Authority in their request for a copy of the transcript:

- Daily Copy (i.e. overnight delivery) to be received by the requesting party on or before 9:00 AM the day

after the hearing);

- Expedited Delivery within 2-4 days of the request;
- Rapid Delivery within 5-9 days of the request;
- Normal Delivery within ten days of the request.

The Contractor must prepare the transcripts using the software selected as per the Contract.

- 1) The Contractor must transmit the transcript using the medium selected by the Project Authority. The medium will be paper, compact disc, or electronically through email or the website stipulated by the Project Authority.
- 2) The label for CDs shall conform to the technical specifications set out above.
- 3) The Contractor must provide the transcripts and/or recordings to the appropriate Project Authority. Delivery of a transcript and/or recording to the incorrect Court or section (i.e., DES) will result in a breach of Contract.
- 4) Transcripts for the Tax Court of Canada are to be sent electronically to [tcc-transcript-cci@cas-satj.gc.ca](mailto:tcc-transcript-cci@cas-satj.gc.ca), unless otherwise authorized by the Project Authority.

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

Only transcripts of show cause hearings for the Tax Court of Canada are to be sent automatically to the Registry within ten (10) working days of the day on which the hearing is completed.

- 5) One labeled CD is to be used per sitting. The information to be included on the label will be provided to the successful Contractor.
- 6) For future consideration, the Contracting Authority may request access to the Contractor's secure FTP site at no cost to the Court. Where internet is required, the successful Contractor shall provide an internet service link.

## **TRANSCRIPT SPECIFICATION**

- Transcripts must conform to the following specifications:
  - For paper copies:**
    - no more than one hearing day per volume;
    - each volume must have a title page which identifies the hearing location and date, the Court file number, the presiding Judge, the names of counsel present and the parties represented, the court registrar's name 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 includes a list of witnesses called by counsel and the filing of exhibits by number;
    - each speaker is to be identified by name;
    - each recess, adjournment, or other break will be clearly noted as BREAK;
    - each volume shall be securely bound stapled or cerlox bound;
    - all pages shall be numbered at the top centre of the page;
    - each line shall be numbered for easy reference using the automatic numbering function available in Microsoft Word;
    - the last page shall have a certificate bearing the transcriptionist'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 from the edge of the page;
- a maximum of five (5) spaces shall be left after a colon before continuing with text;
- optimization to be set at 100%;
- each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;
- font to be used is Courier new;
- names and complete addresses of witnesses called to testify shall be indicated in the transcript;
- Margins to be no greater than:
  - o Top Margin: 1.0" (the top margin refers to the space between the top edge of the page and the first line of the text)
  - o Bottom Margin: 1.0" (the bottom margin refers to the space between the bottom edge of the page and the last line of the text)
  - o Left Margin: 1.5" (the left margin refers to the space between the left edge of the page and the first character of the text, other than the line margin)
  - o Right Margin: 1.0" (the right margin refers to the space between the last character of the text and the right edge of the page)

**Please see Schedule "A" for a sample page of a transcript meeting the specifications of these requirements.**

**Electronic Copies:**

- transcript to be provided in Microsoft Word 2003 format, unless otherwise instructed by the Project Authority in its sole discretion with 30 days notice to the Contractor. Please note that there will be an implementation of Word 2010 at CAS in the option periods of the resulting Contracts.
- 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 (see first 8 bullets under Transcription Specification for paper copies on page 39);
- the last page shall have a certificate bearing the transcriptionist'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 from the edge of the page;
- a maximum of five (5) spaces shall be left after a colon before continuing with text;
- optimization to be set at 100%;
- each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;
- font to be used is Courier new;
- names and complete addresses of witnesses called to testify shall be indicated in the transcript;
- Margins to be no greater than:
  - o Top Margin: 1.0" (the top margin refers to the space between the top edge of the page and the first line of the text)
  - o Bottom Margin: 1.0" (the bottom margin refers to the space between the bottom edge of the page and the last line of the text)
  - o Left Margin: 1.5" This refers to the space between the left edge of the page and the **first character of the text, other than the line number.**
  - o Right Margin: 1.0" (the right margin refers to the space between the last character of the text and the



right edge of the page)

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.

Transcripts may have additional style and format guidelines. The Court will provide the guidelines to the successful Contractor who shall comply with the Court’s requirements.

## **12. COPYRIGHT AND REPRODUCTION RIGHTS**

Subject to Section 14, CAS grants the successful Contractor the exclusive, non-transferable right to sell copies of the transcripts and any machine-readable or digital record of it to interested parties for requests made during the duration of this Contract, but does not include audio recordings of the hearings and transcripts of reasons for Judgments. Any party seeking an audio recording of the hearings or a transcript of the Court’s oral reasons must request them from the Court.

Copyright shall vest in and remain the property of Her Majesty and all copies shall contain the copyright notice as found in article 2035 20 (2014-09-25) of the General Conditions – Services.

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

CAS shall have the right to reproduce as many copies of the paper transcript or CDs, or portions thereof, as are required for its own use.

Where a request is made of CAS to obtain an audio copy of a proceeding that has been digitally recorded, CAS may provide such a copy to the requesting party at no additional cost. Such audio copy, however, shall not constitute an official version of the transcript of the hearing.

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

## **13. DELIVERABLES**

The major deliverables are to record the proceedings of the Courts and provide transcripts when requested by the Court. This includes the use of the Contractor’s separate back up system or DARS, as determined by the Project Authority, for recording the proceedings by the Court Reporter.

The Contractor shall automatically return the recordings of the proceedings to the relevant Project Authority at the end of each year. The return of the CDs must include a list of the CDs and the information set out in the technical specifications in Section 4 above. In addition, the Project Authority reserves the right to request a CD at any time. Non-delivery of any CD within 10 days of (i) a specific request or (ii) at the end of the year will result in a material breach of the Contract, with remedies up to, and including termination.

For greater certainty, this provision survives termination of the Contract.

## **14. NON-EXCLUSIVITY**

CAS makes no guarantee of the value or volume of work to be assigned to the Contractor. It is further understood that there may be exceptions to the Contractor’s exclusive rights to all hearings or the delivery of transcripts pursuant to this Contract for the identified area. Without limiting the foregoing, CAS may have a specialized requirement outside the scope of this Contract or may be required to seek other suppliers as a result of a breach by the Contractor. CAS has the right to use its current Contracts with other Reporting Firms for the same or similar deliverables, or may obtain the same deliverables internally.

## 15. DEFAULT

In the event that any Work is, in the opinion of the Project Authority, inadequately produced, performed or unduly delayed due to the fault of the Contractor, or any term of the Contract is breached, including, but not limited to not providing personnel meeting the language or security requirements, failure to meet quality requirements, repeated written complaints, or not providing transcripts during the requested delivery period then CAS has the option to pursue any or all of these alternatives:

- a) CAS reserves the right to obtain these services from another source, with or without competition, and the Contractor will be responsible for any costs incurred.
- b) CAS reserves the right to pursue the remedies outlined in the Transcript Specifications above.
- c) In accordance with Section 11, CAS has the right to return the work to the Contractor for correction and the Contractor shall correct the work at his/her own expense and return it to CAS within the within the original delivery period discounting the original invoice by 20% or at a new time limit set by the Project Authority and at a discounted rate of 20% from the next (i.e., longer) delivery time rate.
- d) In the event that the delivery of the transcript or CD, in the opinion of the Project Authority, was unduly delayed due to the fault of the Contractor, the Contractor shall discount the original invoice by 20%.
- e) Terminate the Contract at its sole discretion, by providing 30 days notice to the Contractor.

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

## 16.0 GLOSSARY

**Conference calls:** Conference calls are by default provided from the Contractor's premises, unless instructed otherwise by the Court, and are calculated on an hourly rate.

**Cancellation fees:** All hearings cancelled with at least 48-hour's notice will not be subject to any cancellation fees, except for conference calls. Weekends will be calculated in the cancellation fee notice period only if the cancellation notice was provided prior to Friday at 5:00 pm. EST. **The cancellation fee must not exceed the half day rate.**

**Cancellation fees for Conference call:** Conference calls will be compensated up to one hour at the Contractor's hourly rate, if less than 24-hours notice has been provided.

**Condensed Transcript:** A transcript with a word index which contains two or four transcript pages per page.

**Daily Rate:** 8.0 hours multiplied by the Contractor's hourly rate, including ½ hour for lunch.

**DARS:** Digital Audio Recording System used by Courts Administration Service.

**Half-day Rate:** 4.0 hours multiplied by the Contractor's hourly rate, including ½ hour for preparation prior to the commencement of the hearing.

**Hourly Rate:** The Contractor's all-inclusive hourly rate for hearings, which amounts to 1/8 of the daily rate or ¼ of the half-day rate.

**Hourly Rate for Conference call:** An all-inclusive hourly rate for the set up and recording of conference calls by the Contractor, regardless of location.

**Long Trials:** Hearing of three or more days with transcripts ordered by all parties on a daily basis.

**Overtime:** Where a full day sitting extends past eight hours, overtime shall be paid at time and a half based on the Contractor's original hourly rate in 15-minute increments.

**Real-time Reporting:** Real-time reporting services compatible with Live Note real-time reporting software, Ringtail, Adobe software and Summation software. In real-time court reporting, the stenotype machine is linked to computers for real-time captioning, as the reporter keys in the symbols, the spoken words instantly appear as text on the screen. A hook up (software) is provided by the Contractor to the parties and the judge. It is understood that fees for Real-time reporting include Rough Draft, Daily Copy and the necessary software.

**Rough Draft:** A transcript that has not been formatted as per the technical specifications for transcripts.

**Travel time:**

- (a) The Contractor will be paid up to one half of the Contractor's daily sitting fee when they are required to travel the day before the sitting.
- (b) The Contractor will be paid up to one half of the Contractor's daily sitting fee if they are required to travel the day after the sitting.
- (c) If the Contractor has time to travel home on the day the hearing ends, travel time will not be paid as the daily rate will still be in effect.
- (d) No travel time will be paid for hearings in Ottawa or Toronto, as per the relevant Contract.

**Weekends:** Where a Court Reporter is booked on a weekend or holiday, they shall be paid at time and a half of the Contractor's regular rate for their time booked.

**SCHEDULE "A"**  
**SAMPLE TRANSCRIPT PAGE**

**SEE ATTACHMENT**

**ANNEX "B"**  
**SECURITY REQUIREMENTS CHECK LIST**

**Annex "C"**

**DECLARATION**

**THE COURTS ADMINISTRATION SERVICE**

**Request for Proposal for Court Reporting Services**

**RFP No. 5X001-14-0919**

**SUBMITTED BY:**

**Name of Bidder** .....

.....

**(Official Legal Name)**

**Address:** .....

.....

**Contact Name:** .....

**Telephone:** ..... **Fax:** .....

**e-mail:** ..... **Date** .....

By my signature hereunder, it shall be understood that I have read, understood and agreed to abide by the instructions, terms, conditions and specifications contained in this Request Document, and I am authorized to bind the Bidder. For greater clarity, I understand that in the event that the bid is successful, I agree to the public disclosure by CAS of the Contract arrangement unit prices or rates as set out in the "Basis of Payment" section and further agree that we will have no right to claim against Canada, CAS, their employees, agents or servants in relation to such disclosure.

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

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

**Annex "D"**

**AUTHORIZATION AND AVAILABILITY CERTIFICATION**

A result of the solicitation referenced below,

I, \_\_\_\_\_, e-mail \_\_\_\_\_  
Name of proposed resource)

Address: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Certify that I consent to my name and resume being submitted by \_\_\_\_\_ in response  
(Name of Bidder/Organization)

to the CAS RFP no. 5X001-14-0919 and that I have entered into an agreement with the Bidder to provide services described in the RFP and/or the proposal submitted by the Bidder to CAS and that I shall be available as required by CAS.

Security Clearance: Level \_\_\_\_\_ Effective Date \_\_\_\_\_

Working Language(s) English \_\_\_\_\_ French \_\_\_\_\_ Bilingual \_\_\_\_\_

Level of experience \_\_\_\_ years

Résumé attached yes \_\_\_\_\_ no \_\_\_\_\_

\_\_\_\_\_  
Signature of Resource Date \_\_\_\_\_