

#### Question 49

Regarding Part 3, 1.0 "Bid Preparation Instructions", "soft copy" references are made regarding Section I and Section II. Is this "soft copy" to be provided in a particular format (e.g. PDF or Word), or is it left to the discretion of the bidder?

**Answer: Either format (PDF or Word) will do. However, the sample transcript in MT3 must be submitted in Word.**

#### Question 50

The exclusion of Rough Draft in the pricing evaluation creates a situation where the parties would potentially pay more for Daily Copy with Rough Draft than they would for Real Time service.

Also, it creates a loophole whereby parties could be charged more for Rough Draft than they are charged for the finished transcript—especially in the case of Second Copy.

For example:

If Daily Copy service is requested by the Court as well as Rough Draft service, the Court would pay for Daily Copy at, for example, \$8.00/pg, and then the added charge of Rough Draft of, for example, \$5.00/pg, totaling \$13.00/pg to the Court, when it could have, in hindsight, ordered Real Time service at, for example, \$12.00/pg.

Now, a second party (and perhaps additional parties) requests a "Second Copy", also Daily Copy, at, for example, \$4.00/pg. They request Rough Draft as well, which is, again, \$5.00/pg. They have now paid more for their Rough Draft (which was already being prepared for the Court) than they are for their Daily Copy transcript.

Is this how CAS expects bidders to invoice the various parties, as well as the Court?

**Answer: The figures presented in the example are hypothetical. CAS has detailed its requirements in the RFP. There is a distinction between rough draft for Real Time where transcription or Court Reporting is live and other types of rough draft. See answer #51 for additional information on how bidders will be paid for rough drafts.**

#### Question 51

As Rough Draft is presumably an oft-requested service, it defies logic why it is not included in the pricing evaluation. The only reason to not include it would be to shelter it—either to keep the total contract value under Treasury Board limits, or because only the incumbent knows the true value of this service. Either way, we again request that Rough Draft be assigned its due weight and be included in the pricing grid.

Will CAS amend the basis of payment to include Rough Draft as an evaluated service?

**Answer: Our forecasted requirements for rough draft for the purposes of this process are very low. However, to address the question raised, we are amending the RFP as follows: "Bidders will be paid for rough drafts for the appropriate fiscal year and contract being bid on in the following manner: 50% multiplied by the Daily copy paper transcript first copy rate per page that was submitted in their proposal". It should be also noted that the cost of any rough draft transcripts that are purchased is applied towards the maximum contract value, in adherence with contracting regulations. Rough draft will be considered in the contract amount even though it is not included in the evaluation price.**

## Question 52

Answer 8 essentially addresses Question 7, not Question 8. So we ask again:

Regarding "Rough Draft", in the event CAS leaves this value-added service unevaluated, will CAS:

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

**Answer: No, yes and no. See answer #51 for additional information on how bidders will be paid for rough drafts. Rough draft will not form part of the evaluation pricing grid. Rough draft copies have been sought by the Court at hearings where Real Time was not the method of recording. There is a distinction between rough draft for Real Time where transcription or Court Reporting is live and other types of rough draft.**

## Question 53

As a follow-up to Answer 7, we acknowledge that Rough Draft can be ordered for non-Real-Time proceedings. Therefore, since "[i]t is understood that fees for real-time reporting include Rough Draft...", will the Rough Draft pricing only apply to non-Real-Time proceedings?

**Answer: Yes, it only applies for non-real-time services.**

## Question 54

If the answer to the previous question is "Yes", will CAS add a proviso that the total cost to the client may not exceed a certain percentage of what they would have paid for Real-Time service?

**Answer: No. The price of the rough draft is for non-real time services.**

## Question 55

Regarding Second Copy pricing, it is unclear which level of service is to be charged for the reproduction of old proceedings. If a party requests next-day delivery of a previously-produced transcript from, for example, a month ago, would we charge the "Daily Copy" Second Copy price because it is next-day service, or would we charge the "10-day" price since the transcript is more than 10 days old?

FM comment: see changes below

**Answer: The delivery period that applies for pricing purpose is from the date the request for transcript is being made, not the hearing date.**

## Question 56

Part I – General Information 2.0, a) states: “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.”

- i) Will CAS reconsider merging the three contracts?
- ii) Will CAS allow a bidder who wins Ottawa and/or DES but not Toronto to revoke its bid?
- iii) Will CAS allow a bidder to place an all-or-nothing proviso in its bid?

**Answer: i): No. The DES contract requires Top Secret court reporters and including this requirement in the other contracts would unduly lessen competition. In addition, allocating a contract to both Ottawa and Toronto jointly would lessen competition and potentially increase the cost to taxpayers. All of these contracts are managed by their own Project Authorities.**

**Answer: ii):** Revocation notices submitted by bidders will be dealt with in accordance with the terms set out in PWGSC's Supply Manual "Modification and Withdrawal of Bids.

**Answer: iii): No, this is not acceptable. The RFP is clearly for three separate contracts, each with its own Project Authority.**

### Question 57

Regarding MT3: "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:"

- "... a title page which identifies ... the court reporter's name..."
- "... a table of contents ... which will include a list of witnesses called by counsel and the filing of exhibits by number..."
- "...each recess, adjournment, or other break will be clearly noted as BREAK..."
- "... names and complete addresses of witnesses called to testify shall be indicated in the transcript..."
- "The term 'Justice' shall be utilized instead of 'the Court' when referring to statements made by the presiding judge."

The sample provided as Schedule A:

- does not reference the court reporter on the cover page
- does not list witnesses or exhibits in the Table of Contents
- refers to the Table of Contents as an "Index"
- does not use the word "BREAK" when indicating recesses, adjournments, or other breaks
- does not contain witness testimony, and therefore does not provide a sample of a witness being sworn/affirmed
- was presided over by a prothonotary, and therefore does not use the term "Justice"

Will CAS provide a sample of which addresses all the requirements of MT3?

**Answer: CAS has provided a sample to illustrate transcript formatting as a courtesy to bidders. CAS will not be providing a full sample transcript as the requirements are clearly detailed in MT3.**

### Question 58

If the answer to the previous question is "No", will bidders be penalized if these particular unaddressed elements of their sample do not precisely match the current format CAS uses?

**Answer: A bid submitted with a sample transcript that does not meet the requirements stipulated in MT3 will be deemed non-compliant.**

### Question 59

Is a CAS transcript acceptable as the sample transcript requested in the RFP?

**Answer: The sample transcript must be provided from proceedings before a court or regulatory tribunal, which would include the Federal Court and Tax Court of Canada.**