



Courts Administration
Service

Service administratif des
tribunaux judiciaires

Proposal No.:		5X001-14-1211
Closing Date/Date de Clôture		Time - Heure
March 23, 2015	12pm - Local Ottawa Time.	

GENERAL INFORMATION / CONDITIONS
RENSEIGNEMENTS GÉNÉRAUX / CONDITIONS

Title of project	Project Authority
Court Transcription, Court Reporting and Court Registrar Services for the Province of British Columbia	TBD

Contract Officer's Address

Contracting and Materiel Management
Courts Administration Service
90 Sparks Street – 9th Floor – Room 921
Ottawa, Ontario
K1A 0H9
Attn : Francis Gosselin

Contract Officer	Telephone No.	Facsimile No.
Francis Gosselin	613-947-0439	

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

REQUEST FOR PROPOSAL

<i>Signature :</i>	Legal name of the proponent and business name, if applicable :
<i>Name in printed letters :</i>	<i>Address :</i>
<i>Title :</i>	
<i>Date :</i>	

THIS SOLICITATION CONTAINS A SECURITY REQUIREMENT

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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 a supplier to enter into a Contract with the Courts Administration Service (CAS) to provide transcription, court reporting and court registrar services for the Province of British-Columbia.

- b) Proposed Period of Contract

The work is to be performed from April 1, 2015 to March 31, 2017. 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. Canadian suppliers 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. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

2.0 Submission of Bids

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

Courts Administration Service
90 Sparks Street – 9th 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 no later than seven (7) days prior to bid closing. 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. 5X001-14-1211 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 4 soft copies);
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), Province Sales Tax (PST) 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.5X001-14-1211. 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) The responsive bid with the lowest evaluated price will be recommended for award of a Contract.

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) 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 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

- 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:
 - (a) 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 April 1, 2015 to March 31st, 2017.

4.2 Option to Extend the Contract

The Contractor 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. 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 – 9th Floor – Room 921
Ottawa, Ontario K1A 0H9
Tel: (613) 240-5907
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 the city of Vancouver, 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.

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§ion=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 (5th 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

The Bidder must provide its rates for Court Reporting, Court Registrar and 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 required. No guarantee will be made for the number of hearings, 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

Regular hearings	Estimated number of sitting days (A)	Original Contract Period 2015-2017 Daily rate (B)	Option Period #1 2017-2018 Daily rate (C)	Option Period #2 2018-2019 Daily rate (D)	Option Period #3 2019-2020 Daily rate (E)	Total Price $A \times \{(2 \times B) + C + D + E\} =$ (F)
English	40	\$	\$	\$	\$	\$
Bidder's total price for court reporter sitting fees						Total T1 = \$

COURT REGISTRAR - DAILY RATE

Regular hearings	Estimated number of sitting days (A)	Original Contract Period 2015-2017 Daily rate (B)	Option Period #1 2017-2018 Daily rate (C)	Option Period #2 2018-2019 Daily rate (D)	Option Period #3 2019-2020 Daily rate (E)	Total Price $A \times \{(2 \times B) + C + D + E\} =$ (F)
English	30	\$	\$	\$	\$	\$
Bidder's total price for court registrar						Total T2 = \$

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 2015-17 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 2015-17 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.

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

**TRANSCRIPTS – FIRST COPY
PRICE PER PAGE**

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2015-2017 Per page (B)	Option Period #1 2017-2018 Per page (C)	Option Period #2 2018-2019 Per page (D)	Option Period #3 2019-2020 Per page (E)	Total Price A x {(2xB)+C+D+E}= (F)
Normal: 10 days	electronic	5,300	\$	\$	\$	\$	F1 = \$
	paper	5,300	\$	\$	\$	\$	F2 = \$
Rapid: 5 to 9 days	electronic	660	\$	\$	\$	\$	F3 = \$
	paper	660	\$	\$	\$	\$	F4 = \$
Expedited: 2 to 4 days	electronic	660	\$	\$	\$	\$	F5 = \$
	paper	660	\$	\$	\$	\$	F6 = \$
Daily 24 hour	electronic	660	\$	\$	\$	\$	F7 = \$
	paper	660	\$	\$	\$	\$	F8 = \$
Bidder’s total price for Transcripts from date of order fee							\$
SUM(F1:F8) = TOTAL T3 =							\$

TRANSCRIPTS – SECOND COPY PRICE PER PAGE

Delivery period	Format	Estimated number of pages per year (A)	Original Contract Period 2015-2017 Per page (B)	Option Period #1 2017-2018 Per page (C)	Option Period #2 2018-2019 Per page (D)	Option Period #3 2019-2020 Per page (E)	Total Price A x {(2xB)+C+D+E}= (F)
Normal: 10	electronic	500	\$	\$	\$	\$	F1 = \$

days	paper	500	\$	\$	\$	\$	F2 = \$	
Rapid: 5 to 9 days	electronic	50	\$	\$	\$	\$	F3 = \$	
	paper	50	\$	\$	\$	\$	F4 = \$	
Expedited: 2 to 4 days	electronic	50	\$	\$	\$	\$	F5 = \$	
	paper	50	\$	\$	\$	\$	F6 = \$	
Daily 24 hour	electronic	50	\$	\$	\$	\$	F7 = \$	
	paper	50	\$	\$	\$	\$	F8 = \$	
Bidder's total price for Transcripts from date of order fee							SUM(F1:F8) = TOTAL T4 =	\$

PART 3: FOR EVALUATION PURPOSES, RESPONSIVE BIDDER WITH THE LOWEST TOTAL PRICE WILL BE AWARDED A CONTRACT

For Evaluation Purposes

Sections	Bidders all inclusive proposed Price (applicable taxes excluded)
T1	\$ _____
T2	\$ _____
T3	\$ _____
T4	\$ _____
Total = SUM(T1:T4)	\$ _____

**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 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
MT1	<p>The Bidder's proposed resources* must have a minimum of three (3) years experience providing court reporting and transcription services**.</p> <p>* The same resource does not require the two types of experience.</p> <p>** Can include work performed at Federal, Provincial, or Municipal Boards, Commissions or Tribunals.</p>	<p>For each of the two services (court reporting and transcription services), the following information at a minimum MUST be provided:</p> <ul style="list-style-type: none"> a) Client name and contact information. b) Description of services provided and /or training received, as applicable. c) Start and end dates of services provided. (month/yr. to month/yr.)
MT2	<p>The Bidder must include in their bid the following minimum number of English 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 December 31, 2014:</p> <p style="padding-left: 40px;">(a) 3 English</p> <p>Only the minimum number of resources identified above 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>The following information at a minimum, MUST be provided:</p> <ul style="list-style-type: none"> a) Individual court reporter's name. b) Description of individual's experience in courtroom or regulatory tribunal reporting. <p>To simplify the evaluation, the Bidders should provide:</p> <ul style="list-style-type: none"> - A four column table that summarizes and totals the experience of the court reporters as follows: <ul style="list-style-type: none"> (i) Client name (ii) Contact information (iii) Start and end date of services provided by the individual Court reporter (month/year to

		(iv) month/year) Reporting technique
MT3	<p>The Bidder must provide a paper and electronic copy on CD of a court or regulatory tribunal transcript sample it has completed for a client that MUST SHOW EACH AND EVERY ONE OF the following specifications:</p> <ul style="list-style-type: none"> - 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; - a table of contents which is generated by the Word "Table of Contents" feature, which will include a list of witnesses called by counsel and the filing of exhibits by number; - each speaker is to be identified by name; - each recess, adjournment, or other break will be clearly noted as BREAK; - 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; - starting and finishing times must be included; - 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; - 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: <ul style="list-style-type: none"> 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 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) - certificate on the last page bearing the transcriptionist's signature, typed name and date. 	Bidder to provide sample in electronic and paper formats.

The transcripts shall also 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.

For the electronic version, the transcript is to be provided in Microsoft Word 2003 format on a CD.

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.

Otherwise, the set up is to be consistent, where applicable, with the printed version requirements set out above.

* The margins will only be evaluated on the electronic version.

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

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

Transcription, Court Reporting, and Court Registrar Services for the Province of British Columbia.

2.0 MAIN OBJECTIVE

To provide Transcription, Court Reporting, and Court Registrar services on an "as and when required basis" in the Province of British Columbia:

3.0 REQUIREMENTS

Knowledge requirements for Court Reporter and Court Registrar:

- 1.) Knowledge of the principles of law, and specific practices and procedures of a superior court, to be able to assist judges and litigants as required.
- 2.) Knowledge of legal terminology to ensure compliance with litigation practice and procedure and to assist judges and litigants.

Requirements for Court Reporting

For Court Reporter, the Contractor shall supply English personnel, to provide complete reporting services for scheduled hearings, and provide their own equipment to record the proceeding unless otherwise requested by the Court. A separate back-up system for digitally 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 Court Reporter, shall execute the functions established by CAS as outlined in directives or any other documents, forms, instructions, and policies related to the functions of a Court Reporter. The Project Authority has full discretion to make amendments to the functions of the Court Reporter and as well as their execution.

The Contractor's resources should have twelve months experience in court reporting using proven digital or verbatim reporting techniques, such as Stenotype, Stenomask or Shorthand.

CAS has its own digital recording equipment. Training may be provided to the Court Reporters on the equipment then each Reporter is required to ensure the proper use of the digital recording equipment and the preparation of audio recordings on an as and when requested basis. Each Court Reporter is required to ensure the proper use of the recording equipment and the preparation of audio recordings on an as and when requested basis.

There may be multiple hearings scheduled for the same day and situations where the Contractor may only be given short notice. The Contractor is required to have sufficient resources to meet all requirements. In such event, the Contractor must provide the resumes of additional resources (ie. sub-contractors and/or non-employees) for approval of CAS prior to them commencing work.

The Court Reporter shall dress conservatively and in a manner that enhances the professional image of the Court.

Requirements for Court Registrar

The resource for Court Registrar will be pulled from the Contractor's inventory of qualified Court Reporters and/or Transcribers. The Project Authority will assess the proposed resource's qualifications and has the right to refuse the proposed resource or to provide any training deemed necessary in order to satisfy the Project Authority that the proposed resource meets the requirement for Court Registrar, as set out below.

The Court Registrar shall execute the functions established by CAS as outlined in directives or any other documents, forms, instructions, and policies related to the functions of a Court Registrar. The Project Authority has full discretion to make amendments to the functions of the Court Registrar, as well as their execution.

CAS has its own digital recording equipment. Training will be provided to the Court Registrars on the equipment and each Court Registrar is required to ensure the proper use of the digital recording equipment and the preparation of audio CDs on an as and when requested basis.

The Court Registrar prepares the courtroom before the commencement of the hearing. They will execute the functions required by the Judge, i.e.: calling parties, rescheduling a case, faxing and photocopying documents. They must ensure all decorum and protocol is being respected at all times. They make proclamations in Court and administer oaths or solemn affirmations of witnesses. They take minutes, file exhibits, prepare a list of exhibits and record the hearing.

For the Tax Court of Canada (TCC) General Procedure's hearings the Court Registrar must be gowned in formal Court attire and conservative dress for Informal proceedings. For the Federal Court of Appeal and the Federal Court of Canada's hearings, the Court Registrar must be gowned in formal Court attire for Trials and Judicial reviews, and conservative dress for Motions and Conferences.

The Project Authority will notify the Contractor as to the type of hearings for which the gown must be worn. CAS will provide the Court Registrar with the formal gown. The Contractor will be responsible for the maintenance costs of such gowns while in the possession of the Court Registrar. The gowns must be returned to CAS upon request.

Court Files

When the hearings are held in an office of the CAS, the Contractor shall make all the photocopies of the minutes of the hearing there.

When hearings are held in a hearing location other than an office of the CAS, the Contractor shall ensure that any photocopies are made at a reasonable cost. The cost of photocopies shall be billed through the regular invoices and supported by a receipt.

The Registrar undertakes to return all said Court documents plus those filed at a sitting to the Court no later than the first working day following the end of the sitting.

For the return of court files to CAS, the Contractor shall use a courier service determined by the CAS, and enclose a photocopy of the completed bill of lading with the envelope, parcel or file container. Also, the Contractor shall fax a copy of the completed bill of lading to the office responsible for the payment of the Contractor's invoices (for shipment tracking purposes).

Digital Recording CD's

A CD of the audio recording of the hearing is to be prepared by the Court Registrar when requested and delivered as directed by the Project Authority. 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.

Training Requirements for Court Reporting and Court Registrar

The Contractor agrees that the Court Reporter and/or Court Registrar will undergo any classroom training deemed necessary by CAS. This training could include:

- ❖ Court registrar services for the TCC and/or FC, including the preparation of minutes;
- ❖ Use of digital recording equipment and preparation of audio CDs.

Compensation for training will be provided at one half the per diem daily rate upon successful completion of the course.

Practical training (such as observance of court proceedings) will be in a court room environment at the Contractor's expense.

The number of Contractors' personnel trained will be determined by the Project Authority based on operational requirements.

Other Requirements for Court Reporting and Court Registrar

Upon termination of the contract, all items that are the property of CAS shall be returned by the Contractor to CAS. Reasonable costs shall be paid for the shipping when supported by appropriate receipts.

The Contractor shall ensure that the work done can be undertaken and completed without any 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 Project Authority is final and binding. In the event a conflict of interest (potential or actual) is determined by the Project Authority, the Contractor must provide a qualified replacement resource for the hearing that is acceptable to CAS.

4.0 TECHNICAL AND QUALITY REQUIREMENTS

The preparation of transcripts may be from the Court's own DARS CD or 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 CD or audio file will be sent to the Contractor who will prepare an accurate certified verbatim transcript of the hearing from DARS CDs produced by CAS staff, within the prescribed timeframes; in some cases an electronic version will be requested.

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

The Contractor shall provide recording equipment, supplies and back- up necessary for the recording of the hearings or use CAS digital recording equipment when requested.

Transcripts are to be provided in Microsoft office 2003 but CAS reserves the right to change this requirement to other software during the term of the contract. The Contractor will be given thirty (30) days notice of any changes to CAS software.

Note: CAS is planning to migrate to MS Office 2010 during the contract period.

Digital recordings are to be produced in MP3 48 KHz format (not 44.1 KHz) and the following 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
 - TCC_2003-1234(IT)(G)_20120819.mp3.
 - FC_T-123-06_20120819_mosley.doc
 - TCC_2003-1234(IT) (G)_20120819_woods.doc.

Where an audio recording of the hearing is to be prepared by the Court Reporter, the label on the audio recording 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 audio recording is to be stored by the Contractor for a period of five years (5) from the date on which a sitting is completed, after which period the Contractor is to return the audio recording to the Project Authority as per Section 13.0 "Deliverables". Where the proceedings are stored at the Contractor's premises, the Contractor shall limit access to the original records to the Project Authority or delegate. The Project Authority has the discretion to request the audio recording at any time."

The Contractor and its employees shall abide by all appropriate guidelines pertaining to office and/or 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.

The Contractor shall provide the Project Authority with the curriculum vitae of each Court Reporter and/or Court Registrar and sub contractor. The Contractor shall provide the Project Authority with a list of names and phone numbers of all Court Reporters and/or Court Registrars and sub contractors. The Contractor shall inform the Project Authority of any changes to that list.

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. 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). A resume must also be provided, along with confirmation of security clearance. Qualifications will be assessed against this Statement of Work. The Project Authority reserves the right to reject the proposed resource upon which the Contractor must provide a qualified resource.

Resources must be trained and be available on an "as and when requested", throughout the duration of the contract.

The Project Authority, to the greatest extent possible, shall provide at least two (2) days notice of the need of the services. The Contractor shall provide CAS with an immediate response (no later than end of that business day, or sooner as identified by CAS in its request, when a request is made for urgent service) as to its plan to provide the services requested.

It is 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 trained and security cleared replacement within 48 hours on site that is acceptable to the Project Authority.

If the Project Authority authorizes travel to or within a region, the Contractor shall provide an address and phone number where the Contractor may be reached a minimum of three (3) days prior to the hearing.

The Contractor must use approved Court Reporters, Court Registrars or sub contractors. Resources must be trained must be available on an "as and when requested basis" throughout the duration of the contract. The Contractor must have resources available to accommodate the urgent requests given short notice.

The Contractor undertakes to inform the Project Authority in writing at least ten (10) working days prior to the sitting if the Contractor is not available to provide the services of a Court Reporter and/or Court Registrar.

The Contractor shall at have 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.

CAS also reserves the right to refuse a particular Court Reporter and/or Court Registrar and the Contractor shall provide a trained and security cleared replacement that is acceptable to the CAS before the contract commences.

6.0 CANCELLATION

Hearings

All hearings cancelled with at least 48-hour notice (business days) 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 will not exceed the half day rate.

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 shall may be cause for termination of the contract.

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

7.0 LANGUAGE OF THE REQUIREMENT

The Contractor shall provide the Courts Administration Service with Court Reporting, Court Registrar and related transcripts in English, as requested by the Project Authority. The Court Reporter and/or Court Registrar shall have knowledge of the terminology being used.

8.0 HEARING DAYS

Most sitting days are expected to be of eight (8) hours duration from 9:00 a.m. and 5:00 p.m. inclusive of a one half hour lunch break as well as any other breaks as the Court directs. Where a hearing is four hours or less than four hours a half day rate will apply. The Project Authority will book services according to time estimates provided to the Courts and will provide reasonable notice of any changes to the Court sitting schedule, whenever possible. Where the Firm/Contractor must appear at Court, they shall be paid either the full day rate or half day rate depending on the length of the hearing. Sitting days may vary in length with little or no notice given. Where the Court extends the hearing day 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 and/or Court Registrar must remain and provide Services until the end of the hearing.

The Contractor will be paid regular per diem rates on a day of rest or a holiday, if worked.

The Contractor shall have its Court Reporter and/or Court Registrar, on location at least one- half hour (30 minutes) before commencement of a hearing or any portion thereof, to ensure their equipment is installed and functioning and they are available to commence at the designated time (Court Reporter) and/or to ensure the recording system's (DARS) functionality and to provide enough time to perform pre-hearing set-up (Court Registrar).

9.0 TRAVEL EXPENSES

It is understood that no travel expenses will be incurred for any hearings taking place in Vancouver.

Where a Court Registrar and/or Court Reporter must travel to a hearing, permission shall first be obtained through the Project Authority, and shall be in accordance with the National Joint Council Travel Directive.

Travel expenses and travel time will not be paid for travel between regions unless preauthorized by the Project Authority. No travel costs shall be reimbursed for hearings within the City of Vancouver.

All travel and any changes to travel after the sitting has begun must have the prior authorization of the Project Authority.

Receipts shall be submitted to the Project Authority for all administrative costs, except where otherwise stated. A travel expense claim, together with all appropriate receipts, is to be submitted to the Project Authority within fourteen (14) days of travel.

Disbursements related to the Work (such as taxis and long distance calls) shall be reimbursed where proof/receipts, purpose of the call, telephone number and person called are provided and deemed acceptable by the Project Authority.

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

10.0 INVOICES

Invoices must be submitted within 30 days after the hearing or at the conclusion of CAS sitting for attendance, transcript-upon certification to the Project Authority. Failure to meet this requirement may lead the Project Authority to seek an appropriate remedy from the Contractor. 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.
- the amount invoiced to the Court (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 bi-weekly accounts receivable report must be sent to the Project Authority indicating outstanding invoices for the Court. Invoices are to be sent to the relevant Project Authority at the relevant address:

Courts Administration Pacific Centre Box 10065 West Georgia Street Vancouver, British Columbia V7Y 1B6
--

11.0 TRANSCRIPTS

Delivery is at the expense of the Contractor.

Where the Contractor fails to meet CAS' transcript specifications or the allowable error per page, 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 delivery period rate for the transcript, discounted by 10%.

A transcript may 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%. If the transcript is returned after the original delivery period, the Contractor will charge the next 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 brought to the Contractors attention, this may constitute sufficient grounds for terminating the Contract.

A signed certificate will 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 depending on the requirements of the parties or CAS:

- 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 five (2-4) days from receipt of the request;
- Rapid Delivery within ten (5-9) days from receipt of the request;
- Normal Delivery (ten (10) days from receipt of the request).

The Contractor undertakes to prepare the transcripts using the software selected as per the Contract. Unless otherwise indicated by the Project Authority, the software will be Microsoft Word 2003 or other software during the term of the contract. The Contractor will be given thirty (30) days notice of any changes to CAS software.

- 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;
- 3) The transcripts for the Tax Court of Canada are to be sent electronically to: tcc-transcript-cci@cas-satj.gc.ca and melissa.netley@cas-satj.gc.ca, unless otherwise authorized by the Project Authority.

Transcripts over 100 pages for the Tax Court are to be printed and sent to:

Courts Administration Service
Pacific Centre
P.O. Box 10065
701 West Georgia Street
Vancouver, British Columbia
V7Y 1B6

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, or sooner if requested by the judge or the Project Authority.

- 4) Transcripts for the Federal Court, as requested by the presiding judicial officer, are to be delivered with a printed hard copy and a CD to the Project Authority with an accompanying invoice, unless otherwise directed by the Court.
- 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. Transcripts will have style and format guidelines. The Court will provide the guidelines to the successful Contractor who shall comply with the Court's requirements.

- 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 link

TRANSCRIPT SPECIFICATION

Transcripts shall be required to conform to the following specifications:

For paper copies:

- no more than one hearing day per volume;
- each volume must have a title page which identifies the hearing location and date, the Court file number, the presiding Judge, the names of counsel present and the parties represented and the court reporter's name;
- each volume must have a table of contents which is generated by the Word "Table of Contents" feature, which will include a list of witnesses called by counsel and the filing of exhibits by number;
- each speaker is to be identified by name called SPEAKER;
- each recess, adjournment, or other break will be clearly noted as BREAK;
- each volume shall be securely bound stapled or cerlox bound;
- all pages shall be numbered at the top centre of the page;
- each line shall be numbered for easy reference using the automatic numbering function available in Microsoft Word;
- each last page shall have a certificate bearing the Court Reporter's signature, typed name and, date;
- starting and finishing times shall be indicated on all hearing transcripts;
- new paragraph or new speakers shall be indented no more than fifteen (15) spaces from the left margin;
- 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 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 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)

Electronic Copies:

- transcript to be prepared in Microsoft Word 2003 unless otherwise directed 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 possibly in the initial year of the resulting Contract.
- 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;
- the set up is to be consistent, where applicable, with the printed version requirements set out above in Transcript Specification;

- each last page shall have a certificate bearing the Court Reporter's/Transcriber'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 left margin;
- 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 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.

12.0 COPYRIGHT AND REPRODUCTION RIGHTS

Subject to Section 14, CAS grants the Contractor the exclusive, non-transferable right to sell copies of the transcripts and any machine-readable or digital record of it to interested parties, except 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. Further, where a request is made of CAS by one of the parties to obtain an audio copy of a proceeding that has been digitally recorded, CAS may provide such a copy to the party. Such audio copy, however, shall not constitute an official version of the transcript of the hearing. The Contractor is not to release audio copies of a proceeding to a litigant or outside party, unless directed to do so by the Court.

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 each party, subject to any limitations imposed by the Courts or the Project Authority.

13.0 DELIVERABLES

The major deliverables are to record the proceedings of the Courts and provide transcripts when requested in the Province of British Columbia. 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 5 years from the date on which a sitting is completed. 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.

14.0 NON-EXCLUSIVITY

CAS makes no guarantee of the value or volume of work to be assigned to the Contractor. It is further understood that the Contractor does not have exclusive rights to all sittings or the delivery of transcripts pursuant to this contract. CAS has the right to contract with other Reporting Firms for the same or similar deliverables, or may obtain the same deliverables internally.

CAS reserves the right to opt out of the contract to seek out additional bids to deal with “specialty services”, including real-time court reporting services, for a period of twenty five (25) days at the option of the Project Authority., or may obtain the same deliverables internally.

15.0 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 this contract is breached, including, but not limited to, not providing personnel as requested, not providing transcripts during the requested delivery period or the inability to use digital recording equipment, then CAS has the option to pursue any of these alternatives:

- a) CAS reserves the right to obtain these services from another source, without competition and the Contractor will be responsible for any costs incurred.
- b) CAS reserves the right to pursue the remedies outlined in Transcript Specifications above.
- c) CAS has the right to return the work to the Contractor for correction (such as minutes of the hearing) and the Contractor shall correct the work at his/her own expense and return it to CAS within the new time limit set by the Project Authority and at a discounted rate of 10% from the invoice price.
- d) In the event that the delivery of the transcript or audio recording is, in the opinion of the Project Authority unduly delayed due to the fault of the Contractor, the Project Authority may request the transcript or audio recording at a reduced rate of 10% of the total invoice. The Contractor shall accept as full payment, the amount determined by the Project Authority.
- e) Terminate the contract, in 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 SECURITY

The Contractor must have a valid security clearance level of Reliability Status.

SCHEDULE "A"
SAMPLE TRANSCRIPT PAGE
SEE ATTACHMENT

ANNEX "B" SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5X001-14 - 12.11
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <i>Courts Administration Service</i>	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <i>Court Reporting and Transcription services for Ontario</i>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> <i>5</i>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Contract Number / Numéro du contrat 5X001-14-012.U
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIERS) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes

PART C - SAFEGUARDS (SUPPLIERS) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes



Contract Number / Numéro du contrat 5X001-14-1211
Security Classification / Classification de sécurité UNCLASSIFIED

PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				CONSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5X001-14(121)
Security Classification / Classification de sécurité UNCLASSIFIED

PARTIE - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres mouillées) Richard Tardif		Title - Titre Deputy Chief Administrator	Signature
Telephone No. - N° de téléphone 613-943-3458	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel richard.tardif@cas-saq.gc.ca	Date 2014-12-15
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres mouillées) SHAUN DANIELS		Title - Titre Security Officer	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2014-12-15
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres mouillées) Francis Gosselin		Title - Titre A/Director, Contracts Admin	Signature
Telephone No. - N° de téléphone 947-0439	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2014-12-12
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres mouillées) MATHIEU LEDUC		Title - Titre Chief, Sec. OPS	Signature
Telephone No. - N° de téléphone 613-996-6588	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2014-12-15

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Annex "C"

DECLARATION

THE COURTS ADMINISTRATION SERVICE

Request for Proposal for Court Reporting, Court Registrar and Transcription Services

RFP No. 5X001-14-1211

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. 5X001-14-1211 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 _____