Question 1

Section 2.0 Bid Submissions (4/40)

The contract states: "An electronic version must also be provided on a CD or a USB (flash stick) to the above mentioned address..." Please confirm that sample transcript must be submitted on a properly labelled CD and not on a USB drive, as stated in the above quote.

Answer: This section refers to the manner of submitting a bid. Within the bid is a separate requirement with respect to the sample transcript. The sample transcript must be submitted on a properly labelled CD. That is, if the Bidder submits their bid on a CD, there must be a second CD submitted with the bid, which is properly labelled as per the requirements of the RFP and contains the sample transcript. If the bid is submitted via USB stick, there must be a CD submitted with the bid which is properly labelled and contains the sample transcript.

Question 2

Part 3 - Bid Preparation (6.40)

Bid preparation does not mention including a transcript sample onto a CD, only that transcripts need to be submitted in Word format. Additional, Bid Preparation fails to denote which of the three sections the sample transcript belongs with. Please clarify whether sample transcript needs to be burnt onto a separate CD and whether the transcript is part of one of the three listed sections, or whether it is makes up its own unlisted section.

Answer: The transcript requirement is set out in the Technical Requirements section (MT3). The transcript sample is its own entity. As such while Part 3 confirms that the bid itself can be provided in hard copy or in soft copy so long as it's in PDF or Word format, within the bid itself is a unique requirement for the transcript sample which is consistent with the Technical Requirements. As such the transcript needs to be burnt onto a separate CD and make up its own section, as per the Technical Requirements.

Question 3

Part 2 - Basis of Payment (17/40)

In pricing of the transcripts, CAS has specified separate costs for electronic versions of the transcript and paper versions of the transcript. Under the contract, electronic copies are included at no extra charge when one orders the paper copy of the transcript (also that the paper copy is included for no extra charge with an electronic transcript). Please clarify if the numbers in the provided charge represent individual transcript orders (5,300 pages of paper transcript orders and a further 5,300 pages of electronic transcript) or if it is 5,300 pages of paper copies, including the electronic version of those copies (for which only the paper copy would be charged for, and the electronic version is included at no additional costs.)

Answer: Electronic copies are included at no extra charge only when they are ordered by a party. The numbers represents the number of pages of transcripts ordered by CAS. The estimated numbers are 5,300 pages of paper transcript and a further 5,300 pages of electronic transcripts.

Question 4

Evaluation Procedures (19/40) MT3 (20/40) Specifications

"A break in the proceedings is clearly identified by indicating whether it is a recess, adjournment, a break or concluded." Please provide a definition of recess, adjournment, break and concluded and well as outline a procedure in which we are able to determine which is the proper reason to use in the transcript. Please note, our previous contract was rejected because we did not use the specific work "BREAK", so please be exact in answering this question and provide examples.

Answer: This requirement has been amended from the previous RFP to be more inclusive of terminology that is most often used in a courtroom setting. Generally speaking in a hearing, the Court indicates whether they are taking a break, in recess, they are adjourned, or concluded. The phrase "Break" can denote any of the above and in the initial bid was the "catch all" phrase to identify a break in the proceedings; however, the Court does use other words or phrases to identify breaks. As such it is acceptable for the Bidder to denote a break in the proceeding by using any of the words above when there is a break in the proceeding, as long as it is clear that there is a break.

Question 5

11.0 Transcripts (31/40)

6) "For future consideration, the Contracting Authority may request access to the Contractor's secure FTP website at no cost to the Court. Where internet is required, the successful Contractor shall provide an internet link."

Please define what is meant by "an internet link." Is CAS requesting a URL be provided, or that the Contractor provides internet access?

Answer: The internet link is defined as the website address (URL).

Question 6

Transcript Specification (31/40)

"- each recess, adjournment or other break will be clearly notes as BREAK, RECESS, ADJOURNMENT OR CONCLUDED;"

Please clarify and provide examples of the exact style CAS would like used. Our previous contract was rejected due to not specifically using the word "BREAK", in this case it appears CAS is requesting we use "BREAK, RECESS, ADJOURNMENT OR CONCLUDED" in the transcript. Please provide specific examples of what is being requested.

Answer: The Contractor must clearly indicate in their transcript the nature of the break, using any of the words above as long as it is clear in the transcript that there is a break in the proceeding.

Question 7

Electronic Copies: (31/40)

Please clarify whether a label must be used on a CD or whether the required information can be hand written on the front of the CD.

Answer: The information needs to be printed or handwritten on a label that is affixed to the CD.