

Question 1

- (a) Will any of the previous Qs/As apply to this revised RFP 5X001-15-0242?
(b) If so, which previous Qs/As can be applied?

No. This is a standalone RFP which does not incorporate any previous Qs/As.

Question 2

Re page 22/65:

"TOP SECRET hearings must be done using traditional methods of recording by using stenotype, stenomask or shorthand. No digital recording is permitted in DES closed hearings as per CAS' security policy."

All modern equipment used by reporters today contain some digital components, and providing a 100% analogue methodology, while not impossible, is highly impractical. Nevertheless:

- (a) Will CAS provide approved analogue recording equipment?

No. Reporters are to use their own equipment. Should the Contractor wishes to use a more modern equipment, then it would need to be approved by CAS IT Security group.

- (b) Will CAS provide the required TEMPEST equipment to transcribe TOP SECRET proceedings?

CAS will provide the necessary equipment.

Question 3

Page 22/65:

"Bidders will be paid for rough drafts for the appropriate fiscal year and contract being bid on in the following manner: 50% multiplied by the Daily copy paper transcript first copy rate per page that was submitted in their proposal."

- (a) Does the first copy/second copy schema apply to rough draft? (i.e. the first party is charged at 50% of the first copy daily copy rate, and all subsequent parties are charged 50% of the second copy daily copy rate). **All parties requesting rough drafts will be charged an amount representing 50% of the first copy daily copy rate. There won't be price difference between first or second copy.**
- (b) Does this rate apply to all ordering parties? **Yes.**
- (c) If the answer to (b) is yes, how will CAS enforce these rates? **All parties will be aware of CAS' contract rates as these are published on CAS' websites.**

Question 4

Referring to the Basis of Payment and the option of pricing for first party or second party rates, is this rate strictly for CAS' orders, or do these rates apply to all outside parties, be they parties/clients as well as CAS? **These rates apply to all parties.**

Question 5

There are transcript pricing categories for long trials in Ontario except Ottawa as well as Ottawa; why is there no category for Long Trials in DES? **Each contract is separate and the requirements are determined by each Project Authority based on their needs.**

Question 6

Will CAS provide two categories reflecting the sales for First or Second Copy orders in DES Public Hearings or DES (Top Secret) Hearings?

No, there is no distinction in pricing between Public and Top Secret sittings.

Question 7

Regarding page 20/65 ("Court Reporting - Daily Rate - DES"), can you please provide a breakdown of the Estimated number of sitting days (Column A) reflecting Public sittings versus Top Secret?

There is no distinction in pricing between Public and Top Secret sittings.

Question 8

Regarding MT3, sample transcript specifications: "A break in the proceeding is clearly identified by whether it is a recess, adjournment, a break or concluded"

(a) Can you please clarify the difference between a "break" and a "recess"? The terms are typically used interchangeably. **While we agree that the terms can be used interchangeably, the use of these terms reflect statements made by Members of the Court. Therefore the transcript should accurately reflect the terminology used by the Member of the Court.**

(b) Are we to provide examples of each of these break types? If so, the sample will have to span more than one hearing day to provide for an "adjournment" and a "concluded". **Only one example needs to be provided.**

Question 9

Will CAS monitor the resulting contract to ensure and verify that the successful contractor complies with the specifications and does not overcharge for outside sales? If so, how frequently will CAS monitor these sales?

Information regarding specifications is provided on CAS' website. Parties can therefore easily verify that the specifications are being met.

http://cas-ncr-nter03.cas-satj.gc.ca/portal/page/portal/CAS/fees-tarifs_eng

Question 10

Will CAS monitor the resulting contract to ensure and verify that the successful contractor complies with and does not overcharge for outside sales by increasing prices? If so, how frequently will CAS monitor these sales?

Information regarding pricing is provided on CAS' website. Parties can therefore easily verify that the pricing elements are being adhered to.

http://cas-ncr-nter03.cas-satj.gc.ca/portal/page/portal/CAS/fees-tarifs_eng

Question 11

In the event an overcharge for outside sales is made by the successful contractor, will CAS terminate the contract?

CAS has a number of remedies available for breach of contract, as set out in the Default Provisions in the Statement of Work. It will select the most appropriate remedy, at its discretion, depending on the particular circumstances of the situation.

Question 12

In the event an overcharge for outside sales is made by the successful contractor, will CAS ensure that the parties who have been overcharged will be reimbursed? If so, how will this be done?

CAS has a number of remedies available for breach of contract, as set out in the Default Provisions in the Statement of Work. It will select the most appropriate remedy, at its discretion, depending on the particular circumstances of the situation.

Question 13

Will you extend the solicitation period of the Request for Proposal?

Yes. We will extend the solicitation period to Monday July 13, 2015. However, CAS will not answer anymore questions.