



Royal Canadian Mounted Police
Gendarmerie royale du Canada

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des soumissions

Bid Receiving Unit
Procurement & Contracting Services Branch
VISITOR'S CENTRE-Main Entrance
Royal Canadian Mounted Police
73 Leikin Drive
Ottawa, Ontario K1A 0R2
Attention: Shannon Plunkett

**REQUEST FOR
PROPOSAL**

**DEMANDE DE
PROPOSITION**

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE
EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Court Reporting Services		Date January 6, 2016
Solicitation No. – N° de l'invitation 201504624		
Client Reference No. - No. De Référence du Client 201504624		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00pm	EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)
On / le :	February 16, 2016	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Kaleigh Lafontaine – Procurement Officer		
Telephone No. – No. de téléphone 613-843-3800		Facsimile No. – No. de télécopieur 613-825-0082z

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.2 Statement of Work

The Contractor will be required to provide court reporting services per the Statement of Work attached at Annex A.

The services required are grouped into two (2) separate regions. Bidders may bid on one or both of the following regions:

Region 1 – Eastern and Central Canada (includes the provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador). **Requires three (3) resources of which two must be bilingual.**

Region 2 – Western Canada (includes the provinces and territories of Manitoba, Saskatchewan, Alberta, British Columbia, Yukon, Northwest Territories and Nunavut). **Requires three (3) English-speaking resources.**

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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 Canada 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 Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) 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.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Item	MANDATORY CRITERIA	MET/NOT MET	SUBSTANTIATION
M1	The bidder's proposed resources must have a minimum of three (3) years of demonstrated experience in verbatim reporting for courtrooms or administrative tribunals within the last five (5) years. A minimum of 3 resources are required per region up to a maximum of 6 resources per region.		
M2	The bidder must indicate in their proposal(s) the region(s) for which they are submitting a proposal.		
M3	If the bidder is proposing resources for Region 1, the bidder must propose a minimum of 2 resources that are bilingual. If the bidder is not proposing resources for Region 1, M3 does not apply.		
M4	<p>The Bidder must provide three (3) written project summaries demonstrating the Bidder's previous company experience in providing court reporting services within an organization within the last five (5) years from the closing date of this RFP.</p> <p>At least one (1) of the three (3) submitted project summaries must be for court reporting services valued at a minimum of \$50,000.00 (CAD).</p> <p>Within each project summary provided, Bidders MUST also indicate:</p> <ul style="list-style-type: none">a) the name of the client organization;b) the Technical Authority name, title, phone number;c) brief description of the project, identifying the types of services provided;d) the start and end dates of the project;		



	e) the number of resources provided; and f) the \$-value of the Bidder's contract.		
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4.1.1.2 Point Rated Technical Criteria

Each Technical Proposal that meets all Mandatory Requirement specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria.

1. In addressing the point rated evaluation criteria, the candidate should supplement the information supplied in response to the mandatory requirements with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the point rated evaluation.
2. The Bidder's Score will be based on the Evaluation Scale provided below unless stated otherwise.
3. An overall pass mark (minimum required score) of 45 points out of 75 points if bidding for one region or 72 points out of 120 if bidding for both regions must be achieved. Proposals, for which evaluated scores fail to achieve this minimum pass mark, will be deemed non-responsive.

If you are proposing resources for only 1 region, please complete the table below:

Item	Criteria	Page #	Points per criteria	Score
R1	<p>The Bidder has demonstrated experience providing court reporting services as described in the Statement of Work, within an organization in the last five (5) years, beyond the minimum 3 projects identified at M4.</p> <p>For each relevant project, provide the following in your project summary:</p> <p>a) the name of the client organization; b) the Technical Authority name, title, phone number; c) brief description of the project, identifying the types of services provided; d) duration of the project (start and end dates); e) the number of resources provided; and f) the \$-value of the contract awarded to the Bidder.</p>		5 points for each additional clearly summarized project to a maximum of thirty (30) points	30



Item	Criteria	Page #	Points per criteria	Score
R2	<p>The proposed resources have demonstrated experience in verbatim reporting for courtrooms or administrative tribunals beyond the minimum identified at M1. A minimum of 3 resources up to a maximum of 6 resources are required for each region.</p> <p>For each proposed resource, list their years of experience where:</p> <p>a) the name of the client organization; b) brief description of the work, identifying the types of services provided; c) duration of the assignment (start and end dates).</p> <p>Up to 6 resources will be evaluated. Each resource can individually score a maximum of 15 points. The points for all candidates will be totaled and divided by the maximum points available then multiplied by 90.</p>		<p>5 points for each additional year of experience to a maximum of fifteen (15) points per resource for a total of 90 points.</p> <p>Resource 1</p> <p>Resource 2</p> <p>Resource 3</p> <p>Resource 4</p> <p>Resource 5</p> <p>Resource 6</p>	90
	Total Points if bidding in 1 region	Minimum pass mark 72		120

If you are proposing resources for both regions, please complete the table below:

Item	Criteria	Page #	Points per criteria	Score
R1	<p>The Bidder has demonstrated experience providing court reporting services as described in the Statement of Work, within an organization in the last five (5) years, beyond the minimum 3 projects identified at M4.</p> <p>For each relevant project, provide the following in your project summary:</p> <p>a) the name of the client organization; b) the Technical Authority name, title, phone number; c) brief description of the project, identifying the types of services provided; d) duration of the project (start and end dates); e) the number of resources provided; and f) the \$-value of the contract awarded to the Bidder.</p>		<p>5 points for each additional clearly summarized project to a maximum of thirty (30) points</p>	30



Item	Criteria	Page #	Points per criteria	Score
R2	<p>The proposed resources have demonstrated experience in verbatim reporting for courtrooms or administrative tribunals beyond the minimum identified at M1. A minimum of 3 resources up to a maximum of 6 resources are required for each region.</p> <p>For each proposed resource, list their years of experience where:</p> <p>a) the name of the client organization; b) brief description of the work, identifying the types of services provided; c) duration of the assignment (start and end dates).</p> <p>Up to 6 resources will be evaluated. Each resource can individually score a maximum of 15 points. The points for all candidates will be totaled and divided by the maximum points available then multiplied by 90.</p>		<p>5 points for each additional year of experience to a maximum of fifteen (15) points per resource for a total of 90 points.</p> <p>Region 1</p> <p>Resource 1</p> <p>Resource 2</p> <p>Resource 3</p> <p>Resource 4</p> <p>Resource 5</p> <p>Resource 6</p>	90
R3	<p>The proposed resources have demonstrated experience in verbatim reporting for courtrooms or administrative tribunals beyond the minimum identified at M1. A minimum of 3 resources up to a maximum of 6 resources are required for each region.</p> <p>For each proposed resource, list their years of experience where:</p> <p>a) the name of the client organization; b) brief description of the work, identifying the types of services provided; c) duration of the assignment (start and end dates).</p> <p>Up to 6 resources will be evaluated. Each resource can individually score a maximum of 15 points. The points for all candidates will be totaled and divided by the maximum points available then multiplied by 90.</p>		<p>5 points for each additional year of experience to a maximum of fifteen (15) points per resource for a total of 90 points.</p> <p>Region 2</p> <p>Resource 1</p> <p>Resource 2</p> <p>Resource 3</p> <p>Resource 4</p> <p>Resource 5</p> <p>Resource 6</p>	90
Total Points if bidding in both regions		Minimum pass		210



Item	Criteria	Page #	Points per criteria	Score
		mark 126		

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and
 - meet all mandatory technical evaluation criteria; and
 - obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points."
- Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bids with the highest combined rating of technical merit and price in each region will be recommended for award of a contract. Up to two (2) contracts will be awarded.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada 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.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. 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.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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.

5.1.3 Status and Availability of Resources

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 Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. 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. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience 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, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual 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 Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.1.4 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.

5.1.5 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies 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" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\)](#) - [Labour's](#) website
Canada 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.

5.1.6 CERTIFICATION OF LANGUAGE – English or Bilingual Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation:

1 of the individuals proposed in its bid will be fluent in English. The individual proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors; and

1 of the individuals proposed in its bid will be fluent in both official languages of Canada (French and English). The individual proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

The resource(s) is required to be security cleared at the level of RCMP Reliability status (RRS) as verified by the Personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

The resources SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

See Annex "D", Security Requirements Check List.

6.2 Statement of Work

The Contractor will be required to provide court reporting services per the Statement of Work attached at Annex A.

6.2.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.2.2 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority within 3 working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.2.3 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$10,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.



6.2.4 Minimum Work Guarantee – All the Work – Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$10,000.00.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);



-
- ii. a title or a brief description of each authorized task;
 - iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
 - iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - v. the start and completion date for each authorized task; and
 - vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.3 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 - Integrity Provisions - Contract of 2010C referenced above is amended as follows:

Delete subsection 27.4 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (to be entered at contract award).

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 (one) additional 1 (one) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kaleigh Lafontaine
Title: Procurement Officer
Royal Canadian Mounted Police
Directorate: Procurement and Contracting
Address: 73 Leikin Drive, M1, Mailstop #15, Ottawa, ON K1A 0R2

Telephone: 613-843-3800
Facsimile: 613-825-0082
E-mail address: kaleigh.lafontaine@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. 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.

6.5.2 The Technical Authority for the Contract is: (to be provided at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

6.7 Payment

6.7.1 Basis of Payment

6.7.2 Firm Unit Price – Task Authorizations



In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price, in accordance with the basis of payment, in Annex B as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$300,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Invoicing Instructions

Payment will only be made upon submission of a satisfactory invoice duly supported by documents called for under this Contract.

The invoice shall be submitted on the Contractor's own invoice form and shall include:

- (a) the amount invoiced (exclusive of GST or HST, as appropriate);
- (b) the amount of GST or HST, as appropriate;
- (c) the date;
- (d) the name and address of the client department;
- (e) quantity and description (if applicable);
- (f) the RCMP File Number and Contract Number as shown on page 1 of this Contract;
- (g) the financial codes as shown on page 1 of this Contract;
- (h) the Client Reference Number (CRN); and
- (i) the Procurement Business Number.

The original and one (1) copy of the invoice shall be forwarded to the Technical Authority for certification and payment. **One copy** shall be forwarded to the Contracting Authority.

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.



Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

6.9 Certifications

6.9.1 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, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 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 list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C, (2014-09-25) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Security Requirements Check List;
- (f) The signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____ (to be entered at contract award).

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.12.2 Contract Administration



The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.13 Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.



ANNEX "A"

STATEMENT OF WORK

OBJECTIVE

The RCMP requires the services of contractors to provide court reporting services of proceedings and hearings on an "as and when required" basis. The Recourse and Conduct Adjudications Directorate requires up to 2 contracts to provide these services in two regions, Eastern and Central Canada and Western Canada for 2 years with one additional 1 year option periods.

Region 1 - Eastern and Central Canada (includes provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland & Labrador).

Region 2 - Western Canada (includes provinces and territories of Manitoba, Saskatchewan, Alberta, British Columbia, Yukon, Northwest Territories and Nunavut).

For Region 1, the RCMP is seeking a minimum of three (3) court reporters, with a minimum of two (2) who are bilingual with the remaining either bilingual or English.

For Region 2, the RCMP is seeking a minimum of three (3) English-speaking court reporters.

BACKGROUND

Created under the *RCMP Act* in 1988, the Recourse and Conduct Adjudications Directorate is an independent quasi-judicial tribunal which mandate is to conduct disciplinary hearings with respect to RCMP members who are alleged to have breached the RCMP Code of Conduct. Discharge and Demotion Boards have the same make-up, but are struck to adjudicate on the unsuitability of RCMP members to perform their duties.

Section 45.1(15) of the *RCMP Act* requires that all Adjudication & Discharge and Demotion Board Hearings be recorded. RCMP Adjudication Boards are quasi-judicial tribunals composed of one legally-trained officer of the RCMP, and two other officers who have received training on the RCMP discipline process.

The Recourse and Conduct Adjudications Directorate's function requires them to hold hearings and proceedings that ultimately culminate in the rendering of a decision. As part of their practice the Recourse and Conduct Adjudications Directorate requires a record of the hearings or proceedings. As such they need to obtain the services of court reporters to provide complete verbatim court reporting services.

At present, the Adjudication Board holds on average 46 hearings per year in Canada, with each hearing an average of five days in duration.

In such cases, they have required the services of a court reporter using proven court reporting techniques (e.g. stenotyping, stenomask, shorthand and digital) to provide complete verbatim court reporting services for hearings.

Proceedings will be conducted under various sections of the RCMP Act and Regulations, e.g. Disciplinary under Part IV of the *RCMP Act*, Discharge and Demotion (Part V – *RCMP Act*) and Early Resolution Process hearings may be conducted in both open court and in-camera sessions.

SCOPE



The RCMP Recourse Services Branch has requested the Recourse and Conduct Adjudications Directorate to organize up to two (2) Contracts (1 per Region) with qualified suppliers to provide such a service on an “as and when requested” basis. The duration of the hearings is expected to remain constant but the number of actual hearings is expected to increase. There is typically at least seven (7) days advance written notice of a contested hearing and two (2) days advance notice for a half-day Early Resolution Process (ERP) hearings. The Technical Authority will advise the Contractor of the estimated length of the proceeding, the date, time and location of the hearing. The Contractor must have the ability to provide complete verbatim court reporting services on less than seven (7) calendar days written notice on a minimum of two (2) calendar days notice for **urgent hearings**, should the situation arise. A hearing can generally range between one-half day to 5 days in duration. The RCMP may schedule up to three (3) concurrent hearings in different locations for a period up to five (5) days requiring either French, English or bilingual court reporters.

For **Region 1 - Eastern and Central Canada** (provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland & Labrador) the Contractor must have at least two (2) bilingual resources available to meet this need when required.

TASKS

Upon receipt of a Task Authorization (TA), the Contractor will confirm their availability to provide the requested services to conduct the following:

Reporting of Hearings

For the purpose of this Statement of Work, the Contractor shall, when requested by the Technical Authority, provide certified court reporters or reporters to provide complete verbatim court reporting services (“the services”) to the Technical Authority in both open court and in-camera sessions, using proven court reporting techniques (i.e. stenomask, stenotyping, etc.). The recording only of the hearings without the presence of a court reporter as defined herein will not be accepted and may result in contract termination. For pre-hearing conferences and hearings (or parts thereof) occurring by telephone conference call or video conferencing, the Contractor may be required to produce a verbatim transcript of the conference. The Contractor will be responsible to ensure the presence of a court reporter as defined herein and the necessary recording equipment to produce an accurate transcript.

The Court Reporters must be on site at least one half hour (30 minutes) before the commencement of each day of the hearing to ensure that their equipment is installed and functioning and that they are available to commence at the designated start time. The Technical Authority foresees the possibility of having the need for real time reporting for some of the hearings to serve the needs of hearing impaired participants.

The same court reporter(s) as defined above who commences a hearing should continue with the hearing until its conclusion, unless a valid justification exists requiring a replacement. Changes in court reporting personnel assigned to a case will require the Technical Authority's approval.

Equipment and Read-Back Services

The Contractor shall use any equipment it considers appropriate to record the evidence and representations from which accurate verbatim transcripts of the proceedings can be created, provided there is the capacity to provide, at any given time during a hearing, a “read-back” service with regard to anything said as part of the official record.

The Contractor will be required to provide any and all equipment required to assist in the production of transcripts.



The Contractor will be required to provide, at any given time during the hearings, a 'read-back' service with regard to anything said as part of the official record. The recording only of the hearings, without the presence of a court reporter as defined herein, is not permitted under this Contract.

LOCATION

Work Location

The Technical Authority will not provide working space for court reporters with the exception of the period of the hearing. The Contractor must make its own arrangements for photocopying equipment and facilities.

The Technical Authority foresees the possibility of one or more hearings being in progress at the same time, requiring the Contractor to have sufficient court reporters to meet this need when necessary;

Hearings may be held either onsite at RCMP facilities or detachments, or in Federal and Provincial courtrooms in the city where the alleged incidents took place and will be broken down into one of the following regions:

Region 1 - Eastern and Central Canada: includes provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland & Labrador.

Region 2 - Western Canada: includes provinces and territories of Manitoba, Saskatchewan, Alberta, British Columbia, Yukon, Northwest Territories and Nunavut.

TRAVEL

See **ANNEX B Basis of Payment**.

CONSTRAINTS

Language Requirements

The hearings will be conducted either in English, in French or in both official languages, therefore the court reporter as defined herein shall provide the services either in English (Regions 1 and 2), in French, or in both official languages (for Region 1). The language requirement will be specified by the Technical Authority at the time of the request and indicated on the Task Authorization.

For **Region 1 - Eastern and Central Canada** (provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland & Labrador) the Contractor must have at least two (2) bilingual resources available to meet this need when required.

Non-Disclosure of Contents of Hearings

The Contractor and each of its employees involved in a hearing shall treat as confidential and shall not disclose during or after the duration of the Contract, any information to which the Contractor or its employees become privy as a result of this Contract. The Contractor and each of its employees will be required to sign an undertaking, provided by the Technical Authority, to this effect as part of this Contract. See Annex C for Non-Disclosure Form.

DELIVERABLES

Reporting Resources



All deliverables and services rendered under the two Contracts (Region 1 and Region 2) are subject to inspection by the Technical Authority or a designated representative and should any deliverable not be submitted to the satisfaction of the Technical Authority, the Technical Authority will reserve the right to reject it or require correction before payment will be authorized.

Should any of the Contractor's personnel at any time be unable to provide services, the Contractor shall be responsible for providing replacement personnel at the same cost who shall be of equal or greater ability and attainment, and whom shall be acceptable to the Technical Authority. Under no circumstance shall the Contractor allow the performance of services by a replacement resource that has not been authorized by the Technical Authority.

Quality Control Authority

The Technical Authority will act as the Quality Control Authority (QCA). All reports, deliverables, documents, goods and all services rendered shall be subject to inspection by the QCA or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the QCA, as submitted, the QCA shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the acceptability of the work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

Production of Transcripts

The Contractor shall supply all personnel, equipment, supplies and machinery necessary for the production of a transcript of hearings, as per the requirements of the Technical Authority. The Contractor shall be responsible for making its own arrangements for photocopying equipment and facilities. More specifically, the Contractor shall:

a) Produce an electronic copy and five typed volume of transcript of evidence for each day of the proceedings. The electronic copy must be provided on a CD Rom for regular hearings in a PDF format using Optical Character Recognition to render the text searchable unless advised otherwise in the Task Authorization.

Note: Transcripts for in camera proceedings or *voir dire*s will be bound separately.

b) Produce a condensed transcript for each day of the hearings, consisting of four pages condensed onto one page, with a word index at the back of each volume.

Note: Up to five (5) copies of the transcript of proceedings for each day's hearings will be required for the Technical Authority's use, with the possibility of additional copies as required. The number of copies required of full and condensed transcripts will be confirmed before the commencement of each hearing. However, there will be a requirement of at least one condensed transcript for each and every hearing.

c) Produce exhibits to be imaged. The specifics are to be determined by the Technical Authority at the time of the request.

d) Produce an MP3 audio file version of the transcript.

Transcript Formats

The Contractor must ensure that:

a) All transcript pages are formatted as follows:



- PDF unless otherwise identified on the Task Authorization
- Minimum of 25 typed lines per page with an average of 250 words per page with the exception of the cover, the front and last page
- Double spaced
- New paragraphs or new speakers shall be indented only fifteen (15) spaces
- Last page of each transcript shall have a certificate bearing the reporter's signature and date
- Optimization to be set at 100%
- Font to be used is Courier
- Font size to be used is 12 pt
- Margins to be no greater than:
 - Top Margin: .750"
 - Bottom Margin: .750"
 - Left Margin: 2.31"
 - Right Margin: .770"
- Names and complete addresses of witnesses called to testify shall be indicated in the transcript
- All pages shall be numbered at the top centre of page
- Only five (5) spaces shall be left after a colon before continuing with the text
- Canadian spellings shall be used at all times
- Starting and finishing times for court sittings shall be indicated on all transcripts.

b) A title page, index/witness list and exhibit list is placed at the front of each volume of transcript, including the condensed transcript. The format will be determined by the Technical Authority.

c) The pages are of white bond paper, 21.5 cm (8.5") by 27.8 cm (11").

d) The cover and backing are of cardboard, and the cover of confidential transcripts (in-camera sessions) will be red.

e) The transcript is bound together with a removable plastic comb binding unless otherwise authorized.

f) Each volume of transcript includes the signature of each court reporter as defined herein, who was involved in its production, certifying the accuracy of the transcript.

g) The format of the audio file will be MP3.

Delivery of Transcripts

The Contractor must deposit all transcripts of hearings - hard copy and electronic copy - with the Technical Authority on a daily delivery basis, which will be determined in advance of each proceeding. Daily delivery - the requested number of copies of the transcript of hearings shall be delivered by 8:00 A.M. EST at the start of business on the next working day of the preceding day's hearings for all hearings which adjourn before 6:00 p.m. For evening hearing (sitting after 6:00 p.m.), the Contractor must provide the transcript by noon on the following day.

- (a) Regular Copy - Includes: one (1) original transcript paper copy with an index and title page; one (1) condensed transcript paper copy with an index and title page; and one (1) original transcript electronic copy with an index and title page in PDF format as well as the audio file provided on CD/DVD Rom. The per page rate is based upon the number of original transcript paper pages produced. Must be delivered within five (5) working days after the conclusion of the hearing to the address specified in the Task Authorization, unless specified otherwise by the Technical Authority, by hand, courier service or registered mail at **no additional** cost to Canada.
- (b) Daily Copy - Includes: one (1) original transcript paper copy with an index and title page; one (1) condensed transcript paper copy with an index and title page; and one (1) original



transcript electronic copy with an index and title page in PDF format provided on CD Rom. The per page rate is based upon the number of original transcript paper pages produced. Must be delivered daily at **no additional** cost to Canada.

The RCMP may occasionally require Daily Copy transcripts for some of the hearings. For hearings which adjourn before 6:00 PM, the transcripts must be delivered to the address specified in the Task Authorization, unless specified otherwise by the Technical Authority, at the start of business on the next working day, at **no additional** cost to Canada. For hearings which adjourn after 6:00 PM, the delivery time will be noon the following working day.

- (c) The RCMP may request additional copies of transcripts. Such copies will be delivered as specified in the Task Authorization.

Handling and Disposal of Confidential Portions of the Transcript

The Contractor shall not dispose of any rejected, amended or modified paper document containing confidential portions of the transcript. Those documents are to be returned to the Technical Authority at the same time as the transcript is delivered in a sealed envelope or other secure container, addressed to the attention of the Technical Authority and identified as "Personal and Confidential". Confidential portions in hard copy or electronic version of transcripts are not to be kept by the Contractor and are to be returned to the Technical Authority at the same time as the transcript.

Confidential portions of the transcripts are to be identified differently from the public portion and be clearly identified on each page as confidential.

Retention Period for Transcript

All copies of the transcript in all formats will need to be retained for 90 days. Once the 90 days has been reached, the copies will be disposed of within six months from the date of the conclusion of the hearing.

Provision of Copies to Parties Other than the Technical Authority

The Contractor shall not provide copies of the transcripts of the hearings to any party other than the Technical Authority and if requested to do so by a third party the Contractor will notify the Technical Authority the name of the third party within 24 hours of the request.

RELEVANT TERMS, ACRONYMS AND GLOSSARIES

Hearing - A formal legal proceeding with the judge or panel members and opposing sides present, but no jury.

Court Reporter - Having at least three (3) years of courtroom or regulatory reporting experience, using proven court reporting techniques (e.g. stenotyping, stenomask, shorthand or digital).

Transcript - A transcript is an official recording of a legal proceeding produced by a court reporter. It may be the transcript of a proceeding in court or out-of court proceedings, such as a deposition or a hearing. For the purposes of this Contract, the official record is the written transcript on hardcopy.

Condensed Transcript - Condensed Transcript: A condensed transcript is a transcript of proceedings reduced so that four pages of transcripts of testimony are included on a single page. An index and title page of the condensed transcript will be included.

Additional Transcript - Is a paper copy of the original paper transcript.



Proceeding - Generally, the process of conducting judicial business before a court or other judicial officer. A “proceeding” refers to any one of the separate steps in that process, like a motion, a hearing.

Termination of hearing earlier than scheduled- If a hearing commences but ends earlier than scheduled, the Contractor is entitled to \$100 per scheduled day after the first day.



APPENDIX 1 TO ANNEX A

MAIN CITIES WHERE SERVICES WILL BE PROVIDED

Region 1 – Eastern Canada				Region 2 – Western Canada			
City, Province	English	French	Bilingual	City, Province	English	French	Bilingual
Halifax, NS			X	Winnipeg, MB	X		
Montreal, QC			X	Edmonton, AB	X		
NCR*, ON			X	Calgary, AB	X		
GTA**, ON			X	Vancouver, BC	X		

*The National Capital Region (NCR) is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act can be found on the Justice Website: <http://laws.justice.gc.ca/en/N-4>

** The Greater Toronto Area is defined as the City of Toronto, and the Regional Municipalities of York, Halton, Peel and Durham.



ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for work performed pursuant to any Task Authorization resulting from the Contract.

All prices specified below are in Canadian dollars, FOB destination if applicable, include all shipping and handling charges to the destination specified in any resulting Task Authorization (Canadian Customs duties and excise taxes included if applicable), Goods and Services Tax (GST) and Harmonized Sales Tax (HST) extra, where applicable.

All-inclusive per page rate means the rate includes all costs associated with the provision of the Verbatim Reporting Services, photocopying equipment and facilities, shipping and handling, etc. Travel and Living is included in the all-inclusive rates for the locations specified in Appendix 1 to Annex A below.



1.

Region 1 – Eastern and Central Canada VERBATIM REPORTING SERVICES			
Item	Transcripts	FIRM ALL INCLUSIVE PER PAGE RATES	
		Initial Contract Period 2 years from date of award	Option Period 1 1 year from date of expiry of initial contract period
1	Daily Copy - 1 day delivery. The per page rate is based upon the number of original transcript paper pages produced. See Annex 'A', "Statement of Work" for full description.	\$ per page	\$ per page
2	Additional Copies-1 day delivery. Copy of original paper transcript in excess of item 1 above.	\$ per page	\$ per page
3	Regular Copy - 5 day delivery. The per page rate is based upon the number of original transcript paper pages produced. See Annex 'A', "Statement of Work" for full description.	\$ per page	\$ per page
4	Additional Copies - 8 day* delivery. Copy of original paper transcript in excess of item 3 above.	\$ per page	\$ per page
Other		FIRM ALL INCLUSIVE HOURLY RATES	
5	Recess** Fee and Fee for hearings that last less than one (1) day - per reporter (hourly rate per reporter up to a maximum of six hours each)	\$ per hour	\$ per hour
Cancellation		FIRM ALL INCLUSIVE CANCELLATION RATES	
6	Cancellation charges may be claimed if the Contractor is given notice of cancellation less than 48 hours in advance of a new hearing.	\$ _____	\$ _____



2.

Region 2 – Western Canada VERBATIM REPORTING SERVICES			
Item	Transcripts	FIRM ALL INCLUSIVE PER PAGE RATES	
		Initial Contract Period 2 years from date of award	Option Period 1 1 year from date of expiry of initial contract period
1	Daily Copy - 1 day delivery. The per page rate is based upon the number of original transcript paper pages produced. See Annex 'A', "Statement of Work" for full description.	\$ per page	\$ per page
2	Additional Copies - 1 day delivery. Copy of original paper transcript in excess of item 1 above.	\$ per page	\$ per page
3	Regular Copy - 5 day delivery. The per page rate is based upon the number of original transcript paper pages produced. See Annex 'A', "Statement of Work" for full description.	\$ per page	\$ per page
4	Additional Copies - 8 day delivery. Copy of original paper transcript in excess of item 3 above.	\$ per page	\$ per page
Other		FIRM ALL INCLUSIVE HOURLY RATES	
5	Recess Fee and Fee for hearings that last less than one (1) day - per reporter (hourly rate per reporter up to a maximum of six hours each)	\$ per hour	\$ per hour
Cancellation		FIRM ALL INCLUSIVE CANCELLATION RATES	
6	Cancellation charges may be claimed if the Contractor is given notice of cancellation less than 48 hours in advance of a new hearing.	\$ _____	\$ _____

* Day is defined as follows:

1. the computation of a day is governed by the *Interpretation Act*, R.S.C., 1985, c.I-21, sections 26 and 27;
2. a day that is a holiday shall not be included in computation of time;
3. the period is calculated by commencing the day after the last day of the event; and
4. shall include every day of the week, including Saturday and excluding Sunday.

** Recess is defined as follows: a break in session in the course of the day's proceedings



3. Travel and Living Expenses

3.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work for:

- a) Services provided in the cities listed in Appendix 1 to Annex "A".
- b) Services provided by any resource whose residence is within a 40 mile/64 kilometre radius of the hearing location.

These costs are included in the firm, all-inclusive rates in sections 1 and 2 above.

3.2 For services to be provided outside the locations specified at 3.1 above, the Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B,C and D of the Treasury Board Travel Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp and with the other provisions of the directive referring to "travelers", rather than those referring to "employees", in accordance with the following:

Travel expenses will only be paid from the closest city listed in Appendix 1 to Annex "A" to the location of the hearing. For example, if a hearing is held in Thompson MB and the closest city from Thompson is Winnipeg MB, and the court reporter resides in Regina SK, travel will only be paid from Winnipeg to Thompson, and not from Regina to Winnipeg.

3.3 Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.

3.4 All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

4. GST/HST

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost shown on page 1 hereof. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST or HST paid or due.



Annex C

Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date



ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST

Royal Canadian Mounted Police
Gendarmerie Royale du Canada



Government
of Canada

Gouvernement
du Canada

Solicitation No./ No de l'invitation:

ANNEX D

SECURITY REQUIREMENTS CHECKLIST

NARMS 20151113024



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat:
201504624

Security Classification / Classification de sécurité:

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

2. Branch or Directorate / Direction générale ou Direction
Discipline / Conduct Adjudications Directorate

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
Court reporting services for justice-related tribunals, as and when required

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? ☒ No ☐ 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? ☒ No ☐ 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) ☐ No ☒ 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. ☒ No ☐ Yes
OUI

6. c) Is this a commercial courier or delivery requirement with no overnight storage? ☒ No ☐ Yes
OUI
Dagit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

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 ☒ NATO / OTAN ☐ Foreign / Etranger ☐

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion ☒ All NATO countries / Tous les pays de l'OTAN ☐ No release restrictions / Aucune restriction relative à la diffusion ☐

Not releasable / A ne pas diffuser ☐ Restricted to / Limite à : ☐ Restricted to / Limite à : ☐

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 ☒ NATO UNCLASSIFIED / NATO NON CLASSIFIÉ ☐ PROTECTED A / PROTÉGÉ A ☐

PROTECTED B / PROTÉGÉ B ☐ NATO RESTRICTED / NATO DIFFUSION RESTREINTE ☐ PROTECTED B / PROTÉGÉ B ☐

PROTECTED C / PROTÉGÉ C ☐ NATO CONFIDENTIAL / NATO CONFIDENTIEL ☐ PROTECTED C / PROTÉGÉ C ☐

CONFIDENTIAL / CONFIDENTIEL ☐ NATO SECRET / NATO SECRET ☐ CONFIDENTIAL / CONFIDENTIEL ☐

SECRET ☐ COMINT TOP SECRET / COMINT TRES SECRET ☐ SECRET ☐

TOP SECRET ☐ TOP SECRET (SIGINT) ☐ TOP SECRET ☐

TRES SECRET ☐ TRES SECRET (SIGINT) ☐ TRES SECRET ☐

TBC-GCT 350-103-2004(12)

Security Classification / Classification de sécurité

Canada

Canada



Royal Canadian Mounted Police
Gendarmerie Royale du Canada



Government
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Solicitation No./ No de l'invitation:



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

201504624

Security Classification / Classification de sécurité

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? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
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? Short Titles: (of material) / Titres abrégés: (du matériel) Document Number / Numéro du document	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
PART B - PERSONNEL (SUPPLIER) / 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"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> SECRET SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMPLACEMENTS	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRES SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
Special comments: Commentaires spéciaux: <i>RRS</i> Court reporting service providers must be escorted from the time of entry to the time of exit of any RCMP facility.	
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 unescorted personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unescorted personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
PART C - SAFEGUARDS (SUPPLIER) / 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui

TBS/CCT 350-103/2004-12)

Security Classification / Classification de sécurité

Canada

Canada



Royal Canadian Mounted Police
Gendarmerie Royale du Canada



Government
of Canada

Gouvernement
du Canada

Solicitation No./ No de l'invitation:



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat:
2015 04624

Security Classification / Classification de sécurité

PART C: (continued) / PARTIE C: (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) 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 / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO					COMINT				
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	RESTRICTED	CONFIDENTIAL	SECRET	TOP SECRET	CONFIDENTIAL	SECRET	TOP SECRET	CONFIDENTIAL	SECRET	TOP SECRET
Information / Assets / renseignements / biens																
Production																
IT / Mass / Equipment / Équipement																
Logistics / Logistique																

12. a) Is the description of the work contained within this ORCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERG 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 ORCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERG 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX E

TASK AUTHORIZATION FORM

**COURT REPORTING SERVICES TO BE PERFORMED
ON AN "AS AND WHEN REQUESTED BASIS"**

Contract Number:		Task Authorization Number: (TA-000)		TA Issue Date: (yyyy-mm-dd)	
Est. Period of Service – Start Date (yyyy-mm-dd)		Est. Period of Service – End Date (yyyy-mm-dd)		TA Amendment Number: (if existing TA is being amended)	
Service Delivery Location:		Contractor:		RCMP Financial Code:	
		Address:			
Item Number	Detailed Summary of Services				Estimated Cost
	GST/HST				\$
	TOTAL ESTIMATED COST				\$
Cost and Limitation of Expenditure: Will be in accordance with the firm rates established in the Basis of Payment, Annex "B" of the Contract. A limitation of expenditure will be used where the Work to be performed cannot be sufficiently detailed to accurately determine a firm price. Minor changes to these estimates will be accepted for billing purposes as the work proceeds, provided that the total estimated cost of the TA does not exceed the aforementioned Total Estimated Cost of the TA specified above.					
Name of Technical Authority:		Signature of Technical Authority:		Date:	
To the Contractor: You are requested to supply the following services in accordance with the terms of the above reference contract. Only the services included in the contract shall be supplied against this task.					
Name and Title of Contractor:		Authorized Signature of Contractor:		Date:	
The Contractor hereby acknowledges receipt of this order upon signature					
Contract Authority: The Contract Authority signature is required when the total value of the Task Authorization exceeds the \$10,000.00 threshold specified in the contract.					
Name of Contract Authority:		Signature of Contract Authority:		Date:	