



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**RETURN BIDS TO:  
RETOURNER LES SOUMISSION À :**

Courts Administration Service  
Contracting and Materiel Management  
90 Sparks St – Room 921  
Ottawa, ON K1A 0H9

[Pierre.Rocan@cas-satj.gc.ca](mailto:Pierre.Rocan@cas-satj.gc.ca)

**Proposal To: Courts Administration Service**

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Service administratif des tribunaux judiciaires (SATJ)**

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 annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

<b>Title/Titre:</b> Court Registrar Services	<b>Solicitation No – N° de l'invitation</b> 5X001-15-1348
<b>Date of Solicitation – Date de l'invitation</b> February 17, février 2016	
<b>Address Enquiries to – Adresser toutes questions à</b> Pierre.Rocan@cas-satj.gc.ca	
<b>Telephone No. – N° de téléphone</b> 613-995-5208	<b>FAX No – N° de fax</b>
<b>Destination</b> Pierre Rocan Contracting and Materiel Management   Service contractuel et gestion du matériel Courts Administration Service   Service administratif des tribunaux judiciaires 90 Sparks St./90 rue Sparks Ottawa ON K1A 0H9 Tel. 613-995-5208	

**Instructions:**

**Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/ Harmonized Sales Tax/Quebec Sales Tax is to be shown as a separate item.**

**Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée/taxe de vente du Québec doit être indiqué séparément.**

**Solicitation Closes – L'invitation prend fin**

At: 2pm EDST  
à : 14h HNE

On: March 4, 2016.  
le 4 mars, 2016.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____



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## PART 1 - GENERAL INFORMATION

### 1.0 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement.
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation.
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid.
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection.
- Part 5 Certifications: includes the certifications to be provided.
- Part 6 Security: includes specific security requirements that must be addressed by Bidders.
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include: Pricing Schedule, Evaluation Procedures and Certifications.

The Annexes include the Statement of Work, Basis of Payment Security Requirements Check List, Declaration, Authorization and Availability Certificate and Invoice.

### 2.0 Summary

#### a) Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to select a supplier to enter into contract with the Courts Administration Service (CAS) to provide the services described in the Statement of Work - Annex "A", attached hereto.

#### b) Proposed Period of Contract

The work is to be performed from April 1, 2016 to March 31, 2017. The Bidder grants to CAS the irrevocable option to extend the term of the Contract by three (3) optional periods of up to one (1) year each under the same terms and conditions. CAS may exercise this option at any time by sending a notice to the Bidder fifteen (15) days before the Contract expiry date.



## PART 2 - BIDDER INSTRUCTIONS

### 1.0 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services (PWGSC). The Manual is available on the PWGSC Website:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The [2003](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.0 Submission of Bids

- (a) Bids must be submitted to Courts Administration Service (CAS) by the date, time and place indicated on page 1 of the bid solicitation.

An electronic version must also be provided by electronic mail to [pierre.rocan@cas-satj.gc.ca](mailto:pierre.rocan@cas-satj.gc.ca).

Packages are to be identified with the solicitation indicated on the first page of this solicitation.

- (b) Due to the nature of the bid solicitation, bids transmitted only by facsimile to CAS will not be accepted.

### 3.0 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) CAS will provide responses to questions brought forward through the Government Buy and Sell web site at <https://buyandsell.gc.ca/tenders>. Bidders should refer to the posted abstract for RFP No. 5X001-15-1348 for postings on TMA <https://buyandsell.gc.ca/applications/tender-management-application/about-tender-management-application> related to this RFP.
- (c) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable CAS to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where CAS determines that the enquiry is not of a proprietary nature. CAS may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. CAS may not answer enquiries not submitted in a form that can be distributed to all Bidders.

### 4.0 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.
- (b) 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.

## **5.0 Basis for CAS' Ownership of Intellectual Property**

CAS has determined that any intellectual property rights arising from the performance of the Work under any resulting contract will belong to CAS, on the following grounds:

Where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **5.1 Ownership of Intellectual Property Rights in Foreground Information**

All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.

The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must execute any documents relating to the Intellectual Property Rights in the Foreground Information as Canada may require. The Contractor must, at Canada's expense, provide Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1.0 Bid Preparation Instructions**

- (a) CAS requires that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies);  
Section II: Financial Bid (2 hard copies); and  
Section III: The Certifications of Part 5 (1 hard copy).

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

- (c) CAS requests that Bidders follow the format instructions described below in the preparation of their bid:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper; and
2. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **2.0 Section I: Technical Bid**

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statements contained in the bid solicitation is not sufficient and may result in the disqualification of the Bidder's submission. In order to facilitate the evaluation of the bid, CAS requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) Attachment 1 to Part 4, Evaluation Procedures, contains additional instructions that Bidders should consider when preparing their technical bid.

### **3.0 Section II: Financial Bid**

- (a) Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Harmonized Sales Tax (HST) is to be shown



separately, as applicable.

- (b) When preparing their financial bid, Bidders should review the Pricing Schedule in Attachment 1 to part 3, and clause 1.3 “Financial Evaluation” of Part 4.

#### **4.0 Bidder Information**

Bidders should include the following information in their bid:

- (a) Their legal name;
- (b) Their Procurement Business Number (PBN); and
- (c) The name of the contact person (including this person’s mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with CAS with regards to: (i) their bid; and (ii) any contract that may result from their bid.

#### **5.0 Section III: Certifications**

Bidders must submit the certifications required under Part 5.

#### **6.0 Bid Submission**

Electronic transmission of bids by such means as facsimile or commercial telex will not be accepted.

Bids submitted in response to this RFP will not be returned.

Bids received after the specified date and time stipulated herein shall be returned unopened to the Bidder and given no further consideration.

Bids should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate. Bidders should respond to every paragraph of the RFP.

In some instances "Noted" or "N/A" may be sufficient, or a reference may be made to another paragraph.

The Bidder must provide a signed declaration, as set out in Annex “D”, with their bid submitted in response to this RFP. The declaration must make reference to the RFP No.5X001-15-1348. The Bidder's signature shall indicate acceptance of the terms and conditions set out herein. The signatory must have the legal and corporate authority to commit the organization by making such a bid.

The bid must be structured as set out in clause 1 “Bid Preparation Instructions” of Part 3.

The Bidder's proposal should be concise and should address, but not necessarily be limited to the points that are subjected to the mandatory requirements and evaluation criteria identified herein, against which the bid will be evaluated. It is suggested that these criteria be addressed in sufficient depth in the bid.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1.0 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the mandatory requirements of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team comprised of representatives of CAS will evaluate the bids.

### **1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), sub Bidders, or suppliers will not be considered. However, joint bids are permitted as long as all of the parties that are part of the bid are identified and are shown to meet the bid requirements.

### **1.2 Mandatory Technical Criteria**

Refer to Evaluation procedures in Attachment 1 to Part 4.

### **1.3 Financial Evaluation**

- (a) For bid evaluation and Bidder selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
- (b) **Any estimated level of service specified in the Pricing Schedule detailed in Attachment 1 to Part 3 is provided for bid price evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a guaranteed work load in any resulting contract.**

### **2.0 Basis of Selection - Lowest Evaluated Price**

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.
- (b) The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## **PART 5 - CERTIFICATIONS**

### **1.0 Certifications**

- (a) Bidders must provide the required certifications to be awarded a contract. CAS will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section III of their bid.
- (b) Compliance with the certifications Bidders provide to CAS is subject to verification by CAS during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with a request of the Contracting Authority for additional information will also render the bid non-responsive.

### **2.0 Certifications required prior to Contract award**

The certifications included in Attachment 1 to Part 5, , should be completed and submitted with the bid, but may be submitted afterwards only with the express written consent of the Contracting Authority. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



**PART 6 – SECURITY** At the date of bid closing, the following conditions must be met:

**1.0 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: # 5X001-15-1348**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) Industrial Security Manual (Latest Edition).

**For additional information on security requirements, Bidders should consult the “Security Requirements on PWGSC Bid Solicitation - Instructions for Bidders” document on the Departmental Standard Procurement Documents Website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.**



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1.0 Statement of Work

- (a) The Contractor must perform the Work in accordance with the Statement of Work in Annex "A".
- (b) Work described at Annex "A", Statement of Work, will be provided under the Contract on an "as and when requested basis".
- (c) An obligation for any Work will come into force only when authorized by the Project Authority or by their designated authority.
- (c) The Project Authority will be determined by CAS.
- (d) Any Work performed by the Contractor in advance of any approval by the Project Authority will be at the Contractor's own risk and expense.
- (e) The work description, inclusive of any amendment, of any Work must fall within the scope of the Statement of Work, Annex "A".

### 2.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services CAS (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

### 2.1 General Conditions

[2035](#) (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 3.0 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the following list:

1. the Articles of Agreement;
2. the general conditions [2035](#) (2015-07-03), [General Conditions - Higher Complexity](#)
3. Annex "A" Statement of Work
4. Annex "B" Basis of Payment
5. Annex "C" Security Requirements Check List
6. Annex "D" Declaration
7. Annex "E" Authorization and Availability
8. Annex "F" Invoice
9. Any and all annexes;
10. The Contractor's proposal dated \_\_\_\_\_



#### 4.0 Security Requirement

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) Industrial Security Manual (Latest Edition).

#### 5.0 Term of Contract

##### 4.1 Period of Contract

The period of the Contract is from April 1, 2016 to March 31<sup>st</sup> 2017.

##### 4.2 Option to Extend the Contract

The Contractor grants to CAS the irrevocable option to extend the term of the Contract by up to three (3) additional (1) year period under the same conditions. The Contractor agrees that, during the extended periods of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

CAS may exercise this option at any time by sending a written notice to the Contractor fifteen (15) days before the Contract expiry date.

#### 6.0 Authorities

##### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Pierre Rocan  
Courts Administration Service  
90 Sparks Street – 9th Floor  
Ottawa, Ontario K1A OH9  
Tel: (613) 995-5208  
E-Mail Address: [pierre.rocan@cas-satj.gc.ca](mailto:pierre.rocan@cas-satj.gc.ca)

The Contracting Authority is responsible for the management of the Contract and the Contracting Authority must authorize any changes to the Contract in writing. The Contractor must not perform Work in excess of



or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 6.2 Project Authority

The Project Authority for the Contract will be identified at the issuance of the Contract.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.3 Contractor's Representative

The Contractor's Representative for the Contract will be identified at the issuance of the Contract.

## 7.0 Payment

### 7.1 Basis of Payment - Fixed Daily Rate

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the Contract, as determined in accordance with the Basis of Payment set out in Annex B, subject to the limitation of expenditure specified in the Contract.

### 7.2 Limitation of Expenditure

- (a) CAS' total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax are extra, if applicable.
- (b) No increase in the total liability of CAS or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in CAS' total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - 1. when it is 75 percent committed, or
  - 2. four (4) months before the final delivery date, or
  - 3. as soon as the Contractor considers that the contract funds are inadequate for the completion of the Work.
- (c) 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 CAS' liability.
- (d) Travel expenses

All travel must have the prior authorization of the Project Authority



The Contractor will be paid for authorized reasonable and proper travel and other expenses incurred in the performance of the Work in areas outside Toronto, without any allowance therein for overhead or profit. These costs will be reimbursed in accordance with the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the **Project** Authority.

All payments are subject to government audit.

### 7.3 Method of Payment

CAS will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice after the TCC sitting for attendance and travel upon certification and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by CAS; and
- (c) the Work performed has been accepted by CAS.

### 7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1) (d) of the income Tax Act, R.S. 1985, c. 1 (5<sup>th</sup> Supp.) payments made by departments and agencies to Contractors under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

2. To enable departments and agencies to comply with this requirement, the Contractor must provide CAS, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of general call-letter to Contractors, in writing or by telephone)

### 7.5 Price Certification / Discretionary Audit

#### (a) Price Certification - Canadian-based Suppliers

The Contractor certifies that the price proposed:

- (a) is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Contractor on the sale of goods, services or both of like quality and quantity; and
- (c) does not include any provision for discounts to selling agents.

#### (b) C0705C (2010-01-11), Discretionary Audit



1. The following are subject to government audit before or after payment is made:
  - (a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - (b) The accuracy of the Contractor's time recording system.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay CAS the amount found to be in excess.

#### 8.0 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 12 of 2035, General Conditions <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/15> The original invoice must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract, no later than 30 calendar days after the end of a monthly period.

An invoice must be submitted within 30 days after the hearing. Failure to meet this requirement will lead to the Project Authority seeking an appropriate remedy from the Contractor.

The invoice must include the following:

- the date of hearing;
- Judge's name
- name and address of the Contractor;
- item/reference number, deliverable and/or description of work;
- the amount invoiced to the Court (exclusive of the Goods and Services Tax [GST] or Harmonized Sales Tax [HST] as appropriate) and the amount of GST or HST, as appropriate, shown separately.

A bi-weekly accounts receivable report must be sent to the Project Authority indicating outstanding invoices for the Court. Invoices are to be sent to the relevant Project Authority at the relevant address:

COURTS ADMINISTRATION SERVICE  
180 Queen Street West  
Toronto, Ontario M5V 3L6

#### 9.0 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by CAS during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, CAS has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 10.0 Insurance



SACC Manual clause G1005C (2008-05-12), Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



**ATTACHMENT 1 TO PART 3, PRICING SCHEDULE**

CAS plans on issuing one contract under this RFP for Court Registrar services.

The Bidder is to provide their rates for their sitting fees(s) for all of Ontario except Ottawa. The Bidder must respond to this Pricing Schedule by including in its financial bid.

The following numbers represent CAS' best estimates as to the number of sitting days required. No guarantee will be made for the number of hearings, nor will CAS be charged for the estimated amounts. Rates should be submitted using the following format and the Bidder should calculate its total price.

**COURT REGISTRAR- FIXED DAILY RATE**

The Bidder must provide a Fixed Daily Rate for the Estimated number of sitting days:

Regular hearings	Estimated number of sitting days per year	Initial Period (from April 1, 2016 to March 31, 2017)	Option Period #1 (April 1, 2017 to March 31, 2018)	Option Period #2 (April 1, 2018 to March 31, 2019)	Option Period #3 (April 1, 2019 to March 31, 2020)	Total Price QTY X (A+B+C+D)= E  Total <u>FIXED DAILY RATE</u>
	QTY	(A)	(B)	(C)	(D)	(E)
1) English	450	\$	\$	\$	\$	\$
2) Bilingual	50	\$	\$	\$	\$	\$

Bidder's total price for Court Registrar sitting fees

E1 + E2 = Total **T** = \$

**The responsive bid with the lowest evaluated price and meeting all the mandatory requirements will be recommended for award of a contract.**



**EVALUATION PROCEDURES  
ATTACHMENT 1 to PART 4**

1. **Mandatory Technical Criteria**

- (a) The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (b) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

**Mandatory Technical Criteria (MT)**

<b>Number</b>	<b>Mandatory Technical Criterion</b>	<b>Bid Preparation Instructions</b>
<b>MT1</b>	The Bidder must demonstrate, as a minimum, that it has provided court registrar services as per the scope of work described in Annex "A",	The following information at a minimum, must be provided:  a) Client name  b) Client contact telephone number, and e-mail address.  c) Description of services provided.  d) Start and end dates of services provided. (month/yr. to month/yr.)
<b>MT2</b>	<p><b><u>Bidder must provide</u></b> six (6) resources* that have extensive** experience providing Court Registrar services in courtrooms or regulatory tribunals.</p> <p>*Of the six (6) resources, the Bidder must provide a minimum of two (2) bilingual resources in both Official Languages (English and French).</p> <p>** Extensive experience is defined as having a minimum of three (3) years experience in the last ten (10) years.</p>	The following information at a minimum, must be provided:  a) Individual court registrar's name.  b) Description of individual's registrar experience in courtroom and/or regulatory tribunal.  c) Start and end date of services provided by the individual Court registrar. (month/year to month/year)  d) Client name  e) Client contact telephone number and e-mail address.



## ATTACHMENT 1 to PART 5 CERTIFICATIONS REQUIRED WITH THE BID

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### 1.0 Certifications Required with the Bid

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

### 2.0 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder <http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html> .

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### 3.0 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/eng/employment_social_development_canada) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### 4.0 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.



#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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: name of former public servant;

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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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.

## 5.0 Status and Availability of Resources



- (a) The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as requested by CAS' representatives and at the time specified in the bid solicitation or agreed to with CAS' representatives. It is up to the bidder to determine the number of resources based on the estimated number of hearings. Training for the Registrar duties, if required, will be provided by CAS. The project authority will have the final say on the total number to be trained.
- (b) The Court will provide the digital recording equipment it needs for its purposes. For hearings that are being recorded digitally, the Bidder shall be required to have its Court Registrars trained with respect to the equipment usage. The objective of the training is that the Court Registrars will be able to use the equipment in a proficient, effective manner during the hearing. Dates for training will be agreed upon with the Bidder.
- (c) If the Bidder has proposed any individual (resource) who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to CAS. The Bidder must, provide to the Contracting Authority, a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability (in the form of Annex D).

## **6.0 Education and Experience**

- (a) 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.



## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 TITLE

Court Registrar Services

#### 2.0 OBJECTIVE

CAS plans on issuing one contract for Court Registrar services in the Province of Ontario (except for Ottawa) on an as and when requested basis.

No transcripts will be required for this contract.

#### 3.0 REQUIREMENTS

##### Duties and Responsibilities of the Contractor

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

All Court Registrars must meet the following knowledge requirements:

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

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

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

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

#### 3.1 Training

The Contractor agrees that the Court Registrars will undergo any classroom training deemed necessary by CAS.

This training would include:



- court registrar services for the particular Court, including preparation of minutes
- use of digital recording equipment and preparation of audio CDs

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

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

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

### **3.2 Court Files**

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

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

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

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

### **4.0 AVAILABILITY OF PERSONNEL**

The Contractor shall have its Court Registrar on location 30 minutes before commencement of a hearing or any portion thereof, to ensure the digital equipment is installed and functioning and that they are available to commence at the designated time. The Contractor must use approved Court Registrars or sub contractors. They must be available on an "as and when requested basis" throughout the duration of the contract. The Contractor must have resources available to accommodate the numerous and often urgent requests given short notice.

CAS, to the greatest extent possible, shall provide at least two (2) days notice of the need of the services. The Contractor shall provide CAS with a response no later than the end of the same business day as to its plan to provide the services requested.

It is the Contractor's responsibility to have the required number of resources available. CAS may refuse the services of a particular resource based on current or past complaints from the Registry or Project Authority, or as directed by the Court. The Contractor will be advised in writing of any complaints, in which case the Contractor shall provide a trained, security cleared replacement that is acceptable to CAS on site within 24 hours.

The Contractor shall provide the Project Authority with a list of names of all Court Registrars. The Contractor is to provide on a monthly basis an up to date list of its available resources to the Project Authority. The Contractor shall inform the Project Authority of any changes to that list.

The Contractor undertakes to inform the Project Authority in writing at least ten (10) working days prior to



the sitting, if the Contractor is not available to provide the services of a Court Registrar and provide a trained, security cleared replacement.

## **5.0 CANCELLATION**

Hearings cancelled with at least 48 hours notice to the Contractor will not be subject to any cancellation fee. Weekends will be calculated in the cancellation fee notice period only if the cancellation notice was provided prior to Friday at 5:00 pm EST. Each day of a hearing will be treated separately for the purposes of cancellation. For example, if a hearing is scheduled for 5 days starting on Monday and the hearing is cancelled on the Sunday prior to commencement then cancellation fees will only apply to the Monday and Tuesday hearing dates.

CAS may cancel the contract, and all extensions or renewals thereof, without cause, by giving the Contractor thirty (30) days written notice of its intention to cancel. Failure of the Contractor to comply with any of the terms and conditions of the contract may be considered a material breach of contract and shall be cause for termination of the contract.

Upon termination of the contract, all items that are the property of CAS shall be returned by the Contractor to the CAS. Reasonable delivery costs, as determined by CAS, shall be reimbursed when supported by appropriate receipts.

## **6.0 LANGUAGE OF THE REQUIREMENT**

The Contractor shall provide the Courts Administration Service with services in English and Bilingual as requested by the Project Authority as per the Official Languages act. The Court Registrar shall have knowledge of the language being used.

A failure to provide a Court Registrar in the language requested by the Project Authority will be deemed a breach of contract.

## **7.0 HEARING DAYS**

Most sitting days are expected to be of eight (8) hours duration (including one half hour for lunch) or half a day (4 hours) depending on the sitting. CAS will provide reasonable notice of any changes to the Court sitting schedule. However, sitting days may vary in length with little or no notice given. Where the hearing day extends beyond eight (8) hours, the Contract Registrar shall be paid overtime as set out below and the Court Registrar will be expected to remain until the end of the hearing.

## **8.0 TRAVEL EXPENSES**

All travel must have the prior authorization of the Project Authority.

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

Receipts shall be submitted to the Project Authority for all administrative costs, except where otherwise stated. A travel expense claim, together with all appropriate receipts, is to be submitted to the Project Authority within thirty (30) days of travel.

The Contractor undertakes to find the most cost effective and direct route of traveling to and from the hearing location. The maximum amount to be charged for hearings outside of Toronto will be the lower of:



- (a) the travel costs based on the assumption that the Contract Registrar has departed for the hearing from the city of Toronto; and
- (b) the actual travel costs.

All expenses are subject to Government Audit.

## **9.0 DIGITAL RECORDING CDS**

A CD of the audio recording of the hearing is to be prepared by the Court Registrar. The label on the CDs shall include the name of the case, the court file number, the name of the presiding Judge and the date and location of the hearing. The CD is to be stored by the Contractor for a period of five years, after which period the Contractor is to return the CD to the Project Authority. The Project Authority has the discretion to request the CD at any time.

## **10.0 COPYRIGHT AND REPRODUCTION RIGHTS**

Copyright in the audio recordings shall vest in and remain the property of Her Majesty and all copies shall contain the copyright notice as found in article 20 of the General Conditions – Services.

The Contractor shall have no rights to the audio recordings. All audio recordings are to be provided to CAS. The Contractor does not have the right to make a copy of the audio CD or to reproduce the CD, or any portion thereof.

## **11.0 DEFAULT**

In the event that any Work is, in the opinion of the Project Authority, inadequately produced, performed or unduly delayed due to the fault of the Contractor, or any term of this contract is breached, including, but not limited to, not providing personnel meeting the language requirements or the ability to use digital recording equipment, then CAS has the option to pursue any of these alternatives:

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

Notwithstanding the above, CAS is not limited to these remedies for a breach of Contract.

## **12.0 TIME**

Hearings will normally take place between 9:30 a.m. and 5:00 p.m, inclusive of a lunch break, and may include additional breaks as directed by the Court. Where a hearing is less than four hours, a half day rate will apply. The Project Authority will provide reasonable notice of any changes to the Court hearings whenever possible.



In order to ensure the recording system's functionality, the Contractor shall have its Court Registrar on location at least 30 minutes before the scheduled commencement of any hearing. Where the Court Registrar must appear at Court, they shall be paid either the full day rate or half day rate depending on the length of the hearing. Where the Court extends the hearing day beyond eight (8) hours, they shall be paid overtime, at a rate of one and a half based on the Contractor's original hourly rate paid in 15-minute increments.

Where a Court Registrar must travel to a hearing, permission shall first be obtained from the Project Authority, and shall be in accordance with the Travel Policy of the Government of Canada. It is understood that no expenses will be incurred for any hearings taking place in the GTA, city of Toronto.

### **13.0 DELIVERABLES**

The major deliverables are to provide Court Registrar services, including, but not limited to, making all arrangements necessary so that the sittings may be conducted in an orderly, efficient and dignified way; taking minutes of hearing, including any order or direction issued from the bench and every material thing that transpires during the sitting; swearing in witnesses; subject to the direction of the Court, having custody of, and being responsible for, all books and records of the Court used at the sitting and all exhibits, duly marked; filing documents at hearing as ordered by the Court and issuing all Court proclamations. The Court Registrar's duties also include recording the proceedings of the Courts on the digital equipment provided and providing the CDs to the Court, as and when requested by the Project Authority.

### **14.0 NON-EXCLUSIVITY**

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

The Contractor shall ensure that the work done can be undertaken and completed without any conflict of interest. During the term of this contract, the Contractor shall not undertake or engage in any work for another client that could reasonably result in a conflict of interest. In the event of any doubt as to whether or not there is or could be a conflict, the decision of CAS will be final and binding.



**\*The rates proposed in the pricing schedule will form the basis of payment**

**ANNEX “B”  
BASIS OF PAYMENT**

**COURT REGISTRAR– FIXED DAILY RATE**

<b>Regular hearings</b>	<b>Initial Period (from April 1, 2016 to March 31, 2017)</b>	<b>Option Period #1 (April 1, 2017 to March 31, 2018)</b>	<b>Option Period #2 (April 1, 2018 to March 31, 2019)</b>	<b>Option Period #3 (April 1, 2019 to March 31, 2020)</b>
	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>
<b>1) English</b>	\$	\$	\$	\$
<b>2) Bilingual</b>	\$	\$	\$	\$

**Travel time:**

- (a) The Contractor will be paid up to one half of the Contractor’s daily sitting fee when they are required to travel the day before the sitting.
- (b) The Contractor will be paid up to one half of the Contractor’s daily sitting fee if they are required to travel after the sitting.
- (c) If the Contractor has time to travel home on the day the hearing ends, travel time will not be paid as the daily rate will still be in effect.

**Daily Rate:**

Up to 8.0 hours multiplied by the Contractor’s hourly rate, including ½ hour for lunch.

**Half Day Rate:**

Up to 4.0 hours multiplied by the Contractor’s hourly rate, including ½ hour for preparation prior to the commencement of the hearing.

**Hourly Rate:**

The Contractor’s all-inclusive hourly rate for hearings, which amounts to 1/8 of the daily rate.

**Cancellation fees:**

All hearings cancelled with at least 48-hour notice will not be subject to any cancellation fees. Weekends will be calculated in the cancellation fee notice period only if the cancellation notice was provided prior to Friday at 5:00 pm.

Each day of a hearing will be treated separately for the purposes of cancellation. For example, if a hearing is scheduled for 5 days starting on Monday and the hearing is cancelled on the Sunday prior to commencement then cancellation fees will only apply to the Monday and Tuesday hearing dates.



Courts Administration  
Service

Service administratif des  
tribunaux judiciaires

**Overtime:**

Where a full day sitting extends past eight hours, overtime shall be paid at time and a half based on the Contractor's original hourly rate in 15-minute increments.



ANNEX "C" SECURITY REQUIREMENTS CHECK



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 5X001-15-1348
Security Classification / Classification de sécurité

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

Form with 7 sections: 1. Originating Government Department or Organization (Courts Administration Service), 2. Branch or Directorate (Toronto), 3. Subcontract information, 4. Brief Description of Work (Court Registrar Services), 5-7. Security requirements checklist with checkboxes for access to goods, technical data, restricted areas, and information levels.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat 5X001-15-1348
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?  No / Non  Yes / Oui

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

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

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

**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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT          | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux: *Supplier may be offsite for work with protected material.*

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

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

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



Contract Number / Numéro du contrat 5X001-15-1348
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**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 / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC							
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET		
											A	B	C					
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5X001-15-1348
Security Classification / Classification de sécurité

**PARTIE D - AUTHORIZATION / PARTIE D - AUTORISATION**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Imtiaz Rajab		Title - Titre D.G.Toronto	Signature <i>Imtiaz Rajab</i>
Telephone No. - N° de téléphone 416 954 5093	Facsimile No. - N° de télécopieur 416-954-5093	E-mail address - Adresse courriel imtiaz.rajab@cas-satj.gc.ca	Date January 21/2016
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) <b>SHAUN DANIELS</b>		Title - Titre Security Officer	Signature <i>Shaun Daniels</i>
Telephone No. - N° de téléphone 613 913-6185	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2016-01-26
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / Non / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Pierre Rocan		Title - Titre Manager, Contracting	Signature <i>Pierre Rocan</i>
Telephone No. - N° de téléphone 613-995-5208	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel pierre.rocan@cas-satj.gc.ca	Date Jan 26, 2016
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) <b>June Jones</b>		Title - Titre DDSO	Signature <i>June Jones</i>
Telephone No. - N° de téléphone 613-991-1244	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel June.jones@cas-satj.gc.ca	Date Jan. 26, 2016

Security Classification / Classification de sécurité
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**Annex "D"**

**DECLARATION**

**THE COURTS ADMINISTRATION SERVICE**

**Request for Proposal for Court Registrar Services**

**RFP No. 5X001-15-1348**

**SUBMITTED BY:**

**Name of Firm** .....  
**(Official Legal Name)**

**Address:** .....  
.....

**Contact Name:** .....

**Telephone:** ..... **Fax:** .....

**e-mail:** ..... **Date** .....

By my signature hereunder, it shall be understood that I have read, understood and agreed to abide by the instructions, terms, conditions and specifications contained in this Request Document, and I am authorized to bind the Firm.

**Authorized Signature**-----**Title** -----

-----**Name: (please print)**      **Date**.....



**Annex "E"**

**AUTHORIZATION AND AVAILABILITY CERTIFICATION**

A result of the solicitation referenced below,

I, \_\_\_\_\_, e-mail \_\_\_\_\_  
(Name of proposed resource)

Address: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Certify that I consent to my name and resume being submitted by \_\_\_\_\_ in response  
(Name of Bidder)

to the CAS RFP no. 5X001-15-1348 and that I have entered into an agreement with the Bidder to provide services described in the RFP and/or the proposal submitted by the Bidder to CAS and that I shall be available as required by CAS.

Security Clearance: Level \_\_\_\_\_ Effective Date \_\_\_\_\_

Working Language(s) English \_\_\_\_\_ Bilingual \_\_\_\_\_

Level of experience \_\_\_\_\_ years

Résumé attached yes \_\_\_\_\_ no \_\_\_\_\_

\_\_\_\_\_  
Signature of Resource Date \_\_\_\_\_



Courts Administration  
Service

Service administratif des  
tribunaux judiciaires

**Annex "F" Court Registrar**

**5X001-15-1348**

DATE OF CLAIM: \_\_\_\_\_

Invoice No.

**Contract No. \_5X001-15-1348**

NAME OF COMPANY: \_\_\_\_\_

LOCATION OF SITTING: \_\_\_\_\_

NAME OF REGISTRAR \_\_\_\_\_

DATE OF SITTING: \_\_\_\_\_

NAME OF PRESIDING JUDGE: \_\_\_\_\_

**DETAILED CALCULATION OF CLAIM**

**1. REGULAR TIME**

DATE(S) OF SERVICE	CITY	NO. OF DAYS	RATE	TOTAL
				<b>TOTAL(1):</b> _____

**2. OVERTIME**

DATE(S) OF SERVICE		HOURS WORKED		NO. OF HOURS WORKED	HOURS CHARGED	TOTAL
FROM	TO	FROM	TO	TOTAL		
						<b>TOTAL(2):</b> _____

**3. TRAVEL EXPENSES**

DATE(S)	CITY	TOTAL
		LESS INPUT TAX CREDIT (ITC): <input type="text"/>
		TAXABLE TRAVEL TOTAL (3): <input type="text"/>

TAXABLE CLAIM AMOUNT (1+2+3):

PLUS G.S.T. (7%) ON TAXABLE CLAIM AMOUNT \_\_\_\_\_



Courts Administration  
Service

Service administratif des  
tribunaux judiciaires

Signature of Claimant

TOTAL CLAIM