



RETURN OFFERS TO: RETOURNER LES OFFRES À :

Department of Justice
Finance and Planning Branch
Attention: Kayla Pordonick
284 Wellington Street – EMB Room 1164
Ottawa, Ontario K1A 0H8
Bids Receiving Unit: 613-724-1521

Ministère de la Justice
Direction générale des finances et de la planification
attention: Kayla Pordonick
284, rue Wellington, ÉCÉ Pièce 1164
Ottawa, Ontario K1A 0H8
Service de réception des soumissions : 613-724-1521

REQUEST FOR STANDING OFFER (RFSO) DEMANDE D'OFFRE À COMMANDES (DOC)

Comments - Commentaires

Offer To: Department of Justice

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 thereof.

On behalf of the offeror, by signing below, I confirm that I have read the entire request for standing offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that:

1. The offeror considers itself and its products able to meet all the mandatory requirements described in the RFSO;
2. This offer is valid for the period requested in the RFSO;
3. All the information provided in the offer is complete, true and accurate; and
4. If the offeror is awarded a standing offer, it will accept all the terms and conditions set out in the resulting contract clauses included in the RFSO.

L'offre au : Ministère de la Justice

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, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom de l'offrant, que j'ai lu la demande d'offre à commandes (DDOC) en entier, y compris les documents incorporés par renvoi dans la DDOC et que :

1. l'offrant considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la DDOC;
2. cette offre est valide pour la période exigée dans la DDOC;
3. tous les renseignements figurant dans l'offre sont complètes, véridiques et exacts; et
4. si une offre à commande est attribuée à l'offrant, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la DDOC.

Title – Sujet	
Court Reporting Services for the Department of Justice Canada Ontario Regional Office (ORO)	
Solicitation No. – N° de l'invitation	Date
JUS-RFSO-CTRPT-2016-001	June 2, 2016
Client Reference No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 2 :00 PM	Eastern Daylight Time (EDT)
on – le July 19, 2016	Heure Avancée de l'Est (HAE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Kayla Pordonick	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	Kayla.Pordonick@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Toronto, Ontario	

Instructions: See Herein
Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
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



REQUEST FOR STANDING OFFER (RFSO) JUS-RFSO-CTRPT-2016-001

FOR THE REQUIREMENT OF COURT REPORTING SERVICES

FOR THE DEPARTMENT OF JUSTICE CANADA ONTARIO REGIONAL OFFICE (ORO)

Contracting Authority:
Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, EMB 1164
Ottawa, Ontario K1A 0H8
Email: Kayla.Pordonick@justice.gc.ca



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Non-Disclosure Agreement, the Standing Offer Usage Report, and the Recipient Electronic Payment Registration Request Form.

1.2 Summary

The Department of Justice Canada (JUS) has the mandate to support the dual roles of the Minister of Justice and the Attorney General of Canada.

The Department of Justice Canada, Ontario Regional Office, in the Province of Ontario, engages in a diverse array of litigation, appearing at all levels of court from the Superior Court of Justice in Ontario, the Court of Appeal for Ontario and the Supreme Court of Canada, as well as the Federal Courts, Tax Court and various other courts, boards, commissions and administrative tribunals.

There is a requirement on an “as and when” requested basis in legal proceedings that all spoken words be transcribed to verbatim transcripts. There may also be a requirement for real-time transcription. The transcripts are the official record of the legal proceeding and it is crucial that the transcripts be produced accurately and timely. As a result, the Ontario Regional Office is seeking verbatim court reporting services.

The Request for Standing Offer (RFSO) is for court reporting services for the Ontario Regional Office (ORO), located in Toronto. It is anticipated that up to four (4) Standing Offers will be awarded on a Right of First Refusal basis. The Standing Offer(s) will be from date of award to June 30, 2018 with the option to extend for two (2) additional one (1) year periods.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Key Terms

“JUS” – is the abbreviation used for the Department of Justice Canada



“GTA” – is the abbreviation used for the Greater Toronto Area, which is defined as the City of Toronto and the cities and towns in the following regions: Halton, Peel, York and Durham.

“NCR” – is the abbreviation used for National Capital Region. The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont>.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2.2 Submission of Offers

Offers must be submitted only to the Department of Justice Canada by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile and by email to the Department of Justice Canada will not be accepted.

2.3. Former Public Servant

Please see article 5.2.5 of Part 5 – Certifications and Additional Information.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer – three (3) hard copies and one (1) soft copy on a CD
- Section II: Financial Offer – one (1) hard copy
- Section III: Certifications – one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, Offerors 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 Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 2 to Part 4 – Financial Evaluation – Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation - Mandatory Technical Criteria (Step 1)

Please see Attachment 1 to Part 4: Mandatory Technical Criteria

4.1.2 Financial Evaluation (Step 2)

Please see Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Only compliant offers meeting all of the requirements detailed in Step 1 will be considered at this point.

For bid evaluation and Offeror(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Offeror's bid, the rates shall prevail and the extended pricing shall be correct in the evaluation. Any error in the Offer's financial offer shall be changed to reflect what is stated in the Request for Standing Offer (RFSO)

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFSO and therefore, the Offeror's bid shall be given no further consideration. Should an item within the Pricing Schedule provided have no charge associated with it, the Offeror must indicate "NO CHARGE" and not leave the space blank.

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

4.2.1 Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

4.2.2 Award of Standing Offer(s)

As a result of this Request for Standing Offer (RFSO), it is anticipated that the Department of Justice Canada will award up to four (4) Standing Offers on a Right of First Refusal Basis.

Offeror Ranking:

- 1st Ranked: responsive Offeror with the lowest total evaluated price
- 2nd Ranked: responsive Offeror with the second lowest total evaluated price
- 3rd Ranked: responsive Offeror with the third lowest total evaluated price
- 4th Ranked: responsive Offeror with the fourth lowest total evaluated price



ATTACHMENT 1 TO PART 4: MANDATORY TECHNICAL CRITERIA

Mandatory Technical Criteria (M)

To be deemed responsive, offers must comply with the requirements of the Request for Standing Offer (RFSO) and meet all mandatory requirements (listed below). Offers which fail to comply with the requirement of the Request for Standing Offer and/or do not meet ALL mandatory requirements will be deemed non-responsive and will be given no further consideration.

The Mandatory Requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant basis). Each Mandatory Requirement should be addressed separately. Offers MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance.

Offerors are advised that the month(s) of experience listed for a project or client whose timeframe overlaps that of another referenced project or client will only be counted once. For example: Client 1 timeframe is July 2001 to December 2001; Client 2 timeframe is October 2001 to January 2002; the total months of experience for these two client references is seven (7) months.

MANDATORY TECHNICAL CRITERIA M1	
Offeror's Experience	
The Offeror must demonstrate they have a minimum of sixty (60) months' experience in the past ten (10) years from RFSO closing date, in providing court reporting services, as described in Annex A – Statement of Work, to a minimum of three (3) different clients within those sixty (60) months.	
In order to demonstrate compliance with M1, the following information must be provided for each client, using the Response Preparation Template below:	
<ul style="list-style-type: none"> a) The name of the client organization; b) A brief description of the services provided for that client; c) The start and end date of the work; d) The number of resources provided; and e) The name and contact information of a reference who can validate the information provided in a) to d) 	
Response Preparation Template:	
1) Name of Client Organization (a):	Start and End Date of Work (mm/yyyy to mm/yyyy) (c):
Number of Resources Provided (d):	Reference Name and Contact Information (e):
Brief Description of the Services Provided (b):	
2) Name of Client Organization (a):	Start and End Date of Work (mm/yyyy to mm/yyyy) (c):
Number of Resources Provided (d):	Reference Name and Contact Information (e):
Brief Description of the Services Provided (b):	
3) Name of Client Organization (a):	Start and End Date of Work (mm/yyyy to mm/yyyy) (c):
Number of Resources Provided (d):	Reference Name and Contact Information (e):
Brief Description of the Services Provided (b):	

(Please add additional lines as required if your response requires the inclusion of more than three (3) clients)



MANDATORY TECHNICAL CRITERIA M2

Offeror's Quality Assurance

The Offeror must demonstrate their approach to performance and quality by providing details on the following, using the Response Preparation Template below:

- a) The hiring practices for court reporters, identifying required qualifications for the resources and the selection process;
- b) How work is assigned to the court reporters;
- c) How the court reporters' work is monitored; and
- d) How issues/problems are solved.

Response Preparation Template:

The hiring practices for court reporters, identifying required qualifications for the resources and the selection process (a):

How work is assigned to the court reporters (b):

How the court reporters' work is monitored (c):

How issues/problems are solved (d):



MANDATORY TECHNICAL CRITERIA M3

Court Reporters' Experience

The Offeror must demonstrate it has a minimum of three (3) court reporters with at least twenty four (24) months' experience in the last thirty six (36) months from RFSO closing date in court rooms, tribunals, or hearings using proven verbatim court reporting techniques (stenotype, stenomask, shorthand and/or digital recording) to provide services in English under the resulting Standing Offer.

In order to demonstrate compliance with M3, the following information must be provided for EACH proposed court reporter, using the Response Preparation Template below:

- a) The name of the court reporter;
- b) The start and end date(s) of their experience; and
- c) Their reporting technique skills.

A Curriculum Vitae (CV) for EACH proposed court reporter must also be submitted with the offer to comply with M3.

NOTE: Only those proposed court reporters who meet the requirements of M3 will be included and able to complete work under the resulting Standing Offer. Should an Offeror propose more than the minimum number of court reporters and not all of them are found to be compliant with M3, as long as a minimum of three (3) meet M3, the Offeror will not be considered non-compliant.

Response Preparation Template:

1) Name of the Court Reporter (a):	Start and End Date of Experience (mm/yyyy to mm/yyyy) (b):

Reporting Technique Skills (c):

--

2) Name of the Court Reporter (a):	Start and End Date of Experience (mm/yyyy to mm/yyyy) (b):

Reporting Technique Skills (c):

--

3) Name of the Court Reporter (a):	Start and End Date of Experience (mm/yyyy to mm/yyyy) (b):

Reporting Technique Skills (c):

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(Please add additional lines as required if you propose more than three (3) court reporters)



MANDATORY TECHNICAL CRITERIA M4

Offeror's Boardroom Locations

The Offeror must provide boardrooms that can accommodate, (a) 1-5 Persons, (b) 6-10 Persons and (c) 11-15 Persons, as described in 5.3 a) of Annex A - Statement of Work. The location of each boardroom must be within the vicinity of the Department of Justice, Ontario Regional Office and of the Courts (referred to as the Area). The Area is defined as:

- Spadina Ave. & Dundas St. W east to Parliament St. & Dundas St. E
- Spadina Ave. & Dundas St. W south to Lakeshore Blvd. W
- Parliament St. & Dundas St. E south to Lakeshore Blvd. E
- Spadina Ave. & Lakeshore W east to Parliament St. Lakeshore Blvd. E

Response Preparation Template:

Boardroom Location – 1-5 Persons (a):

Boardroom Location – 6-10 Persons (b):

Boardroom Location – 11-15 Persons (c):



ATTACHMENT 2 TO PART 4: FINANCIAL EVALUATION – PRICING SCHEDULE

The Offeror must complete the tables below and include them in its financial offer. As a minimum, the Offeror must respond to this Pricing Schedule by inserting in its financial offer, for each of the periods specified below, its quote firm all-inclusive rate for each of the Categories identified. The Offeror’s rates will be evaluated in Canadian dollars, applicable Taxes excluded; FOB destination, Canadian customs duties and excise taxes included.

Should an item within the Pricing Schedule provided have no charge associated with it, the Offeror must indicate “NO CHARGE” and not leave the space blank.

TABLE 1 - ATTENDANCE FEES							
Item No.	Categories	HOURLY RATES (\$)			D TOTAL (A + B + C)	E WEIGHT	WEIGHTED TOTAL (D X E)
		A - Initial Period (Date of Award to June 30, 2018)	B - Option Period 1 (July 1, 2018 to June 30, 2019)	C - Option Period 2 (July 1, 2019 to June 30, 2020)			
1.	Attendance Fees (with transcript order)	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____	32%	\$ _____
2.	Attendance Fees (without transcript order)	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____	25%	\$ _____
3.	Real-Time Attendance Fees (with transcript order)	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____	26%	\$ _____
4.	Real-Time Attendance Fees (without transcript order)	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____	17%	\$ _____
TOTAL: TABLE 1 – ATTENDANCE FEES							\$ _____

TABLE 2 - CONFERENCE CALLS					
Item No.	Categories	HOURLY RATES (\$)			D TOTAL (A + B + C)
		A - Initial Period (Date of Award to June 30, 2018)	B - Option Period 1 (July 1, 2018 to June 30, 2019)	C - Option Period 2 (July 1, 2019 to June 30, 2020)	
5.	Record and transcribe by means of a Conference Call or videoconferencing (does not include transcripts).	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____
TOTAL: TABLE 2 – CONFERENCE CALLS					\$ _____

TABLE 3 - SERVICES					
Item No.	Categories	DAILY RATE (\$)			D TOTAL (A + B + C)
		A - Initial Period (Date of Award to June 30, 2018)	B - Option Period 1 (July 1, 2018 to June 30, 2019)	C - Option Period 2 (July 1, 2019 to June 30, 2020)	
6.	Real-Time Hook-Ups (charge per day)	\$ _____/day	\$ _____/day	\$ _____/day	\$ _____
TOTAL: TABLE 3 – SERVICES				\$ _____	



TABLE 4 - BOARD ROOM FEES

Item No.	Categories	DAILY RATE (\$)			D TOTAL (A + B + C)	E WEIGHT	WEIGHTED TOTAL (D X E)
		A - Initial Period (Date of Award to June 30, 2018)	B - Option Period 1 (July 1, 2018 to June 30, 2019)	C - Option Period 2 (July 1, 2019 to June 30, 2020)			
7.	Board Room Fee – 1 to 5 Persons	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____	45%	\$ _____
8.	Board Room Fee – 6 to 10 Persons	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____	32%	\$ _____
9.	Board Room Fee – 11 to 15 Persons	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____	23%	\$ _____
TOTAL: TABLE 4 – BOARD ROOM FEES							\$ _____

TABLE 5 - TRANSCRIPTS

Item No.	Categories		RATE PER PAGE (\$)			D TOTAL (A + B + C)
	Name and Delivery Period of Transcripts	Transcript Format Specifications	A - Initial Period (Date of Award to June 30, 2018)	B - Option Period 1 (July 1, 2018 to June 30, 2019)	C - Option Period 2 (July 1, 2019 to June 30, 2020)	
10.	Ordinary certified transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered within 10 business days	32 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
		28 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
11.	Ordinary certified transcript second copy: Delivered within 10 business days	32 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
		28 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
12.	Expedited certified transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered within 2 business days	32 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
		28 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
13.	Expedited certified transcript , second copy: Delivered within 2 business days	32 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
		28 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
14.	Daily Certified Transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered next business day	32 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
		28 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
15.	Daily Certified Transcript, second copy: Delivered next business day	32 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
		28 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
16.	Draft Electronic Transcript: Delivered electronically within 2 hours of proceeding ending for the day.	32 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
		28 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
17.	Condensed Transcript	32 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
		28 lines	\$ _____/page	\$ _____/page	\$ _____/page	\$ _____
TOTAL: TABLE 5 – TRANSCRIPTS						\$ _____



TABLE 6 – SUMMARY OF PRICE			
TABLE	Y TABLE TOTALS	Z WEIGHT	(Y x Z) WEIGHTED TOTAL
TABLE 1 – ATTENDANCE FEES	\$ _____	30%	\$ _____
TABLE 2 – CONFERENCE CALLS	\$ _____	16%	\$ _____
TABLE 3 – SERVICES	\$ _____	8%	\$ _____
TABLE 4 – BOARDROOM FEES	\$ _____	21%	\$ _____
TABLE 5 - TRANSCRIPTS	\$ _____	25%	\$ _____
TOTAL PRICE OF OFFER			\$ _____

TABLE 7 – ACQUISITION (CREDIT) CARD ACCEPTANCE	
Please indicate which of the following applies by checking off the appropriate box:	
<input type="checkbox"/>	YES - MasterCard will be accepted as call-ups under \$10,000.00 including applicable taxes and for payment of invoices for call-ups against the standing offer.
<input type="checkbox"/>	NO - Mastercard will NOT be accepted as call-ups or for payment of invoices for call-ups against the standing offer.
The Offeror is not obligated to accept the MasterCard as a call-up or for payment purposes. Should the Offeror accept the MasterCard as indicated above, 10% (rounded to the nearest cent) will be taken off the Total Price of Offer (sum of Table 6 above) to represent the total evaluated price of the financial offer, as indicated below in Table 8.	

TABLE 8 – TOTAL EVALUATED PRICE OF THE OFFER		
L	TABLE 6 – TOTAL PRICE OF OFFER	\$ _____
M	TOTAL REDUCTION (10% if accepted) FOR MASTERCARD ACCEPTANCE	\$ _____
TOTAL EVALUATED PRICE (L-M)		\$ _____



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&ga=1.229006812.1158694905.1413548969) website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

5.2.4 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.2.5 Former Public Servant Certification

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 with FPS, offerors must provide the information required below before the issuance of a standing offer.

A. 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.

B. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **Yes** **No**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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.

C. Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** **No**

If so, the Offeror 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.



PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

6.2 Insurance

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Specific Person(s)

The Offeror must provide the services of the following person(s) to perform the Work as stated in the resulting call-ups:

_____ *(To be inserted at Standing Offer Award)*

7.3.3 Standing Offer Reporting Periodic Usage Reports – Standing Offer

7.3.3.1 The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

7.3.3.2 The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

7.3.3.3 The data must be submitted electronically on a quarterly basis to:

CMMD_DGMM@justice.gc.ca

7.3.3.4 The quarterly reporting 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;
- 4th quarter: January 1 to March 31.

7.3.3.5 The data must be submitted electronically as indicated in 7.3.3.3 above, no later than twenty (20) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of Standing Offer Award to June 30, 2018 inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

Option Year 1: July 1, 2018 to June 30, 2019

Option Year 2: July 1, 2019 to June 30, 2020



The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
E-mail address: Kayla.Pordonick@justice.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Technical Authority

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative (*To be inserted at Standing Offer Award*)

Name: _____
Telephone: _____
Email Address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants (*if applicable*)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: the Ontario Regional Office (ORO) of the Department of Justice Canada and the Contracting and Materiel Management Division (CMMD) at the Department of Justice Canada Headquarters.

7.8 Call-up Procedures

7.8.1 Right of First Refusal Basis

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror and obtain an estimate for that specific court file. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror. The identified user will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

7.8.2 Offeror Ranking (*to be completed at award*)

1st Ranked: _____
2nd Ranked: _____
3rd Ranked: _____
4th Ranked: _____

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).



7.10 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form Department of Justice 942J - Call-up Against a Standing Offer or a Government Acquisition Card, as identified below based on the estimated total cost for the specific court file:

7.10.1 Up to \$10,000.00 (Applicable Taxes Included)

When the total estimated cost provided by the Offeror for the specific court file is under \$10,000.00 including applicable taxes, the Identified User is encouraged to confirm they require The Work to be completed in accordance with the Standing Offer and use the Government Acquisition Card (Justice Canada uses MasterCard) as the call-up instrument. If it is not feasible to use the acquisition card, please follow the instructions outlined in section 7.10.2 below.

7.10.2 Up to the Call-up Limitation (Applicable Taxes Included)

When the total estimated cost provided by the Offeror for the specific court file exceeds \$10,000.00 including applicable taxes or the acquisition card is not a feasible call-up instrument to be used, the Identified User must create and send the Offeror a Department of Justice 942J – Call-up Against a Standing Offer to confirm The Work for that specific court file. The clauses from B. Resulting Contract Clauses must be included in each call-up.

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (**To be inserted at Standing Offer Award**) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- e) Annex A - Statement of Work;
- f) Annex B - Basis of Payment;
- g) Annex C - Non-Disclosure Agreement;
- h) Annex D - Standing Offer Usage Report;
- i) Annex E - Recipient Electronic Payment Registration Request Form; and
- j) the Offeror's offer dated _____. (**To be inserted at Standing Offer Award**)

7.13 Certifications - Compliance

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.13.2 SACC Manual Clause – Status and Availability of Resources (2016-01-28)

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. ***(To be inserted at Standing Offer Award)***

7.15 Replacement of Specific Individuals

- 7.15.1 If specific individuals are identified in the Standing Offer to perform the Work, the Offeror must provide the services of those individuals unless the Offeror is unable to do so for reasons beyond its control.
- 7.15.2 If the Offeror is unable to provide the services of any specific individual identified in the Standing Offer, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Offeror and be acceptable to Canada. The Offeror must, as soon as possible, give notice to the Standing Offer Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement; and
- 7.15.3 The Offeror must not, in any event, allow performance of the Work by unauthorized replacement persons. The Standing Offer Authority may order that a replacement stop performing the Work. In such a case, the Offeror must immediately comply with the order and secure a further replacement in accordance with subsection 7.15.2. The fact that the Standing Offer Authority does not order that a replacement stop performing the Work does not relieve the Offeror from its responsibility to meet the requirements of the Standing Offer.

7.16 Non-Disclosure Agreement

The Offeror must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Standing Offer Authority before they are given access to information by or on behalf of Canada in connection with the Work.



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2016-04-04) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2016-04-04) General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

7.5.1.1 Firm Rates - Services

The Contractor will be paid firm rates specified in Annex B - Basis of Payment, for work performed in accordance with the Contract. Custom duties are included and Applicable taxes are extra. Estimated Cost: _____.
(insert the amount at award)

7.5.1.2 Other Direct Expenses *(if applicable)*

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers. Estimated Cost: _____ (applicable taxes extra) ***(insert the amount at award)***

7.5.2 Limitation of Expenditure

7.5.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____ ***(insert the amount at award)***. Customs duties are included and Applicable Taxes are extra.

7.5.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design 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 Canada's 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:

- 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 contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.5.2.3 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.



7.5.3 Method of Payment (*select one of the following at award*)

7.5.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice 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 Canada;
- c. the Work delivered has been accepted by Canada.

OR

7.5.3.1 Monthly Payments

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

- a. an accurate and complete invoice and any other documents 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 Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 Payment by Credit Card (*if applicable*)

The following credit card is accepted for invoices that do not exceed \$10,000.00, including applicable taxes: MasterCard.

7.5.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 12 – Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010C (2016-04-04) General Conditions - Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex E. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 12 – Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010C (2016-04-04) General Conditions - Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.6 Invoicing Instructions

- 7.6.1 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 invoices, receipts and vouchers for all direct expenses.

- 7.6.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 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.



ANNEX A - STATEMENT OF WORK

1. Title

Court Reporting Services for the Department of Justice Canada Ontario Regional Office (ORO)

2. Background

The Department of Justice Canada (JUS) has the mandate to support the dual roles of the Minister of Justice and the Attorney General of Canada.

The Department of Justice Canada, Ontario Regional Office, in the Province of Ontario, engages in a diverse array of litigation, appearing at all levels of court from the Superior Court of Justice in Ontario, the Court of Appeal for Ontario and the Supreme Court of Canada, as well as the Federal Courts, Tax Court and various other courts, boards, commissions and administrative tribunals.

There is a requirement on an “as and when” requested basis in legal proceedings that all spoken words be transcribed to verbatim transcripts. There may also be a requirement for real-time transcription. The transcripts are the official record of the legal proceeding and it is crucial that the transcripts be produced accurately and timely. As a result, the Ontario Regional Office is seeking verbatim court reporting services.

3. Objective

The objective of this Standing Offer is to obtain court reporting services to accurately record and transcribe proceedings at various Courts and Tribunals in the Province of Ontario for the Ontario Regional Office’s legal teams, on an “as and when” requested basis.

4. Definitions

“**condensed transcript**” – is defined as a transcript of proceedings reduced so that four pages of transcripts of testimony are included on a single page.

“**Court Reporter**” – is defined as a person who transcribes legal proceedings, using any of the following proven verbatim court reporting techniques: stenotype, stenomask, shorthand and/or digital recording; and includes providing transcription services.

“**daily certified transcript**” – is defined as a certified transcript to be delivered the next business day following the proceeding.

“**draft electronic transcript**” – is defined as a draft unedited electronic transcript to be delivered electronically to counsel within two (2) hours following the proceeding.

“**electronic transcript**” – is defined as an electronic version of the transcript in ASCII, MS Word and searchable PDF format.

“**expedited certified transcript**” – is defined as a certified transcript to be delivered within two (2) business days following the proceeding.

“**half day rate**”- is defined as, up to 4.0 hours multiplied by the Offerors hourly rate, including ½ hour for preparation prior to the commencement of the legal proceedings.

“**hourly rate**”- is defined as the Offerors all-inclusive hourly rate per item for legal proceedings, such as, attendance fees, real-time attendance fees.

“**legal proceeding**” – is defined as a proceeding authorized by law both in and out of a courtroom setting including for example an examination for discovery, cross-examination, deposition (out of court testimony under oath) and other legal proceedings, inside or outside the Court Room.

“**ordinary certified transcript**” – is defined as a physical certified transcript to be delivered within ten (10) calendar days following the proceeding.

“**overtime**” - is defined as a full day sitting extends past eight hours, overtime shall be paid at time and a half based on the Offeror’s original hourly rate in fifteen (15)-minute increments.



“real-time transcription” – is defined as the general term for transcription by Court Reporters using real-time text technologies to deliver computer text screens within a few seconds of the words being spoken

“verbatim transcript” – is defined as a written, word-for-word record by a Court Reporter of what was said at a legal proceeding, in the format required by all levels of the court for the proceeding. In addition to the title page and index, the transcript must include a separate index of exhibits with the exhibit number, brief description and page of transcript.

“videography services” – is defined as a recording of sound and visual images on videotape.

5. Deliverables

5.1 The Court Reporter must provide the following services, on an “as and when” requested basis:

- a) Provide all court reporting services in person, unless otherwise requested. When conference calls are requested, the Court Reporter must participate from the Offeror’s premises, unless instructed otherwise by JUS.
- b) Provide a read-back service with regard to any portion of the proceedings.
- c) Provide accurate verbatim transcripts at any given time during a proceeding.
- d) Provide real-time reporting services without disturbing the proceedings.
- e) Record and transcribe outside the court room, such as, by means of a conference call or videoconferencing.
- f) Provide draft, ordinary, expedited, daily, hourly, condensed or real-time transcript turnarounds including electronic copies in MS Word, PDF searchable and ASCII, as ordered by the Technical Authority.
- g) Physically produce original transcripts – certified or other – and deliver them to the requested destination. Associated transportation/delivery costs will be reimbursed at cost, given an original receipt is provided.

5.2 Transcripts provided must:

- a) Be provided in a format that complies with the Court and Tribunal rules. The required format for each Court and Tribunal can be viewed at the following locations:
 - i. <http://laws-lois.justice.gc.ca/PDF/SI-2012-7.pdf>, and;
 - ii. Federal Court Rules and Tax Court Rules must also apply; as per the attached Appendix 1 to Annex A – Transcript Specifications for Federal Court Rules and Tax Court Rules.
- b) Contain the appropriate number of lines per transcript as follows:
 - i. Superior Court of Justice in Ontario, the Court of Appeal for Ontario and the Supreme Court of Canada – 32 lines; and
 - ii. Federal Court and Tax Court - 28 lines.
- c) In addition to the title page and index, include a separate index of exhibits with the exhibit number, brief description and page of transcript. The transcripts must also include a list of undertakings given (if the proceeding is an examination for discover).

5.3 The Offeror:

- a) Must provide an environmentally comfortable boardroom within the vicinity of the Department of Justice, Ontario Regional Office and of the Courts (referred to as the Area*), as and when required, to accommodate examinations for discovery and other legal proceedings. It is anticipated that most often, a boardroom that accommodates 1-5 persons will be required, but there will be cases in which a boardroom will need to accommodate 6-10 or 11-15 persons as well.

* The Area is defined as:

Spadina Ave. & Dundas St. W east to Parliament St. & Dundas St. E
Spadina Ave. & Dundas St. W south to Lakeshore Blvd. W



Parliament St. & Dundas St. E south to Lakeshore Blvd. E
Spadina Ave. & Lakeshore W east to Parliament St. Lakeshore Blvd. E

- b) May be required to provide videography service, videoconference, and/or audio visual equipment rental as applicable. Such requested videography service, videoconference and/or audio visual equipment rental services directly relating to the Court Reporting Services will be reimbursed at cost when invoices are submitted with supporting documentation including original receipt(s).
- c) Will be provided a list of hearings to be included in a conference call that contains multiple hearings. Additional hearings may be added to the list to be heard within the same hour at no additional charge.

6. Offeror's Responsibilities and Constraints

- 6.1 The Offeror must make available the Court Reporters on an "as and when" requested basis throughout the duration of the Standing Offer.

The Technical Authority, to the greatest extent possible, shall provide at least two (2) days' notice of the need of the services. The Offeror must provide the Technical Authority with an immediate response (no later than end of that business day, or sooner as identified by the Technical Authority in its request, when a request is made for urgent service) as to its plan to provide the services requested. There may be instances where the Offeror must provide the Technical Authority a response within one (1) hour or sooner as identified by the Technical Authority in its request, for urgent services required within a timeframe shorter than the standard two (2) days.

- 6.2 The Offeror must determine the number of Court Reporters to be assigned to a proceeding. The Technical Authority reserves the right to review and revise this allocation to ensure quality and timely reporting services.

- 6.3 The Offeror must ensure that it's Court Reporters:

- a) Provide reporting and transcription services in adherence with court and tribunal rules;
- b) Provide transcripts in the proper format and delivery, as stated in above section 5.2;
- c) Work well under time and deadline pressures and be able to concentrate for long periods;
- d) Are aware of the correct spelling of names of people, places, and events that may be mentioned in court or tribunal proceedings;
- e) Are on-site at least one half hour (thirty (30) minutes) before the commencement of each day of the proceeding to ensure that their equipment is installed and functioning and that they are available to commence at the designated start time;
- f) Provide court reporting services outside the hours of 09:00 and 18:00, when necessary; and
- g) Have the capacity to provide real-time reporting services.

- 6.4 The Offeror must ensure that same Court Reporter(s) who commences a proceeding should continue with the proceeding until its conclusion, unless a valid justification exists requiring a replacement. Changes in court reporting resource assigned to a case must be approved in writing by the Technical Authority.

- 6.5 The Offeror must not provide any portion of the transcript either in hard copy or electronic media, other than to the court or parties of the proceeding, unless authorized in writing by the Technical Authority.

- 6.6 The Offeror must give JUS the right to make as many copies of any transcript, or portion thereof, as deemed necessary, for its internal use.

- 6.7 The Offeror must possess and make available, supply, set up, configure and use any and all equipment and affiliated components required to perform the work outlined in the Statement of Work. The Offeror must also have a redundant backup system in place, set up and configured, ready for use without delay in the event it is required during the proceedings. JUS is not to be charged for rental equipment obtained by the Offeror in order to complete the Work.



6.8 The Technical Authority may refuse the services of a particular Court Reporter based on current or past complaints from a Court or Technical Authority. The Offeror will be advised in writing of any complaints, in which case the Offeror must provide a substitute within forty-eight (48) hours that is deemed acceptable by the Technical Authority.

7. Area of Coverage:

The area of coverage for Court Reporting Services will be required in the Province of Ontario in the Greater Toronto Area (GTA) which includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions.

No travel or living expenses are to be charge for work that occurs within the GTA (as defined above).

8. Language of Work

The Court Reporters must be able to provide the services in English for proceedings held in respect of the various mandates of courts and tribunals in the Province of Ontario.

9. Safeguarding of Documents

9.1 Before a Court Reporter can start work under the resulting Standing Offer, he/she must sign the applicable Non-Disclosure Agreement found at Annex C and return it to the Standing Offer Authority.

9.2 The Offeror and all the Court Reporters must take every reasonable precaution for safeguarding documents' integrity and confidentiality.

9.3 The Offeror must protect legal documents against loss or theft, as well as unauthorized access, disclosure, copying, use or modification, regardless of the content of the legal documents.

9.4 The Offeror and all the Court Reporters must be aware of the importance of maintaining the confidentiality of legal documents.

9.5 The Offeror must prevent unauthorized parties from gaining access to the legal documents.



APPENDIX 1 TO ANNEX A – TRANSCRIPT SPECIFICATIONS FOR FEDERAL COURT RULES AND TAX COURT RULES

Transcripts shall be required to conform to the following specifications:

1) For Paper Copies:

- No more than one hearing day per volume;
- Each volume must have a title page which identifies the hearing location and date, the Court file number, the presiding Judge, the names of counsel present and the parties represented and the court reporter's name;
- Each volume must have a table of contents which is generated by the Word "Table of Contents" feature, which will include a list of witnesses called by counsel and the filing of exhibits by number;
- Each speaker is to be identified by name called SPEAKER;
- Each recess, adjournment, or other break will be clearly noted as BREAK;
- Each volume shall be securely bound stapled or cerlox bound;
- All pages shall be numbered at the top centre of the page;
- Each line shall be numbered for easy reference using the automatic numbering function available in Microsoft Word;
- Each last page shall have a certificate bearing the Court Reporter's signature, typed name and, date, starting and
- Finishing times shall be indicated on all hearing transcripts;
- A new paragraph or new speakers shall be indented no more than fifteen (15) spaces;
- A maximum of five (5) spaces shall be left after a colon before continuing with text;
- Optimization is to be set at 100%;
- Each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;
- The font to be used is Courier New;
- The names and complete addresses of witnesses called to testify shall be indicated in the transcript; and
- The margins are to be set no greater than:
 - Top Margin: 1.0"
 - Bottom Margin: 1.0"
 - Left Margin: 0.750"
 - Right Margin: 1.0".

2) For Electronic Copies:

- The transcript is to be prepared in ASCII, MS Word and searchable PDF format;
- 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 set up is to be consistent, where applicable, with the printed version requirements set out in the 1) For Paper Copies section, specified above;



- Each last page shall have a certificate bearing the Court Reporter's/ transcriptionist signature, typed name and, date;
- Starting and finishing times shall be indicated on all hearing transcripts;
- A new paragraph or new speakers shall be indented no more than fifteen (15) spaces;
- A maximum of five (5) spaces shall be left after a colon before continuing with text;
- Optimization is to be set at 100%;
- Each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;
- The font to be used is Courier New;
- The names and complete addresses of witnesses called to testify shall be indicated in the transcript; and
- The margins are to be set no greater than:
 - Top Margin: 1.0"
 - Bottom Margin: 1.0"
 - Left Margin: 0.750"
 - Right Margin: 1.0".

3) The Transcripts shall be Prepared in Accordance with the Following Guidelines:

- Canadian spelling shall be used at all times for terms such as "favour", "colour", "judgment" honour etc; and
- The term "Justice" shall be utilized instead of "the Court" when referring to statements made by the presiding judge.



ANNEX B - BASIS OF PAYMENT

B1 FIRM ALL INCLUSIVE RATES

In consideration of the Offeror satisfactorily completing its obligations under a resulting Call-Up Against a Standing Offer, the Offeror will be paid the following firm, all-inclusive rates as outlined in the tables below. Customs duties are included and Applicable Taxes are extra. **(The tables will be filled in at Standing Offer Award)**

TABLE 1 – RATES – INITIAL PERIOD (Date of Award to June 30, 2018)			
Item No.	Categories	Initial Period Rate (\$)	
Attendance Fees			
1.	Attendance Fees (with transcript order)	\$ _____/hour	
2.	Attendance Fees (without transcript order)	\$ _____/hour	
3.	Real-Time Attendance Fees (with transcript order)	\$ _____/hour	
4.	Real-Time Attendance Fees (without transcript order)	\$ _____/hour	
Conference Calls			
5.	Record and transcribe by means of a Conference Call or videoconferencing (does not include transcripts).	\$ _____/hour	
Services			
6.	Real-Time Hook-Ups (charge per day)	\$ _____/day	
Board Room Fees			
7.	Board Room Fee 1-5 Persons	\$ _____/hour	
8.	Board Room Fee 6-10 Persons	\$ _____/hour	
9.	Board Room Fee 11-15 Persons	\$ _____/hour	
Transcripts			
	Name and Delivery Period of Transcripts	Transcript Format Specifications	
10.	Ordinary certified transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered within 10 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
11.	Ordinary certified transcript second copy: Delivered within 10 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
12.	Expedited certified transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered within 2 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
13.	Expedited certified transcript , second copy: Delivered within 2 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
14.	Daily Certified Transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered next business day	32 lines	\$ _____/page
		28 lines	\$ _____/page
15.	Daily Certified Transcript, second copy: Delivered next business day	32 lines	\$ _____/page
		28 lines	\$ _____/page
16.	Draft Electronic Transcript: Delivered electronically within 2 hours of proceeding ending for the day.	32 lines	\$ _____/page
		28 lines	\$ _____/page
17.	Condensed Transcript	32 lines	\$ _____/page
		28 lines	\$ _____/page



TABLE 2 – RATES – OPTION PERIOD 1 (July 1, 2018 to June 30, 2019)

Item No.	Categories	Option Period 1 Rate (\$)	
Attendance Fees			
1.	Attendance Fees (with transcript order)	\$ _____/hour	
2.	Attendance Fees (without transcript order)	\$ _____/hour	
3.	Real-Time Attendance Fees (with transcript order)	\$ _____/hour	
4.	Real-Time Attendance Fees (without transcript order)	\$ _____/hour	
Conference Calls			
5.	Record and transcribe by means of a Conference Call or videoconferencing (does not include transcripts).	\$ _____/hour	
Services			
6.	Real-Time Hook-Ups (charge per day)	\$ _____/day	
Board Room Fees			
7.	Board Room Fee 1-5 Persons	\$ _____/hour	
8.	Board Room Fee 6-10 Persons	\$ _____/hour	
9.	Board Room Fee 11-15 Persons	\$ _____/hour	
Transcripts			
	Name and Delivery Period of Transcripts	Transcript Format Specifications	
10.	Ordinary certified transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered within 10 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
11.	Ordinary certified transcript second copy: Delivered within 10 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
12.	Expedited certified transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered within 2 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
13.	Expedited certified transcript , second copy: Delivered within 2 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
14.	Daily Certified Transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered next business day	32 lines	\$ _____/page
		28 lines	\$ _____/page
15.	Daily Certified Transcript, second copy: Delivered next business day	32 lines	\$ _____/page
		28 lines	\$ _____/page
16.	Draft Electronic Transcript: Delivered electronically within 2 hours of proceeding ending for the day.	32 lines	\$ _____/page
		28 lines	\$ _____/page
17.	Condensed Transcript	32 lines	\$ _____/page
		28 lines	\$ _____/page



TABLE 3 – RATES – OPTION PERIOD 2 (July 1, 2019 to June 30, 2020)

Item No.	Categories	Option Period 2 Rate (\$)	
Attendance Fees			
1.	Attendance Fees (with transcript order)	\$ _____/hour	
2.	Attendance Fees (without transcript order)	\$ _____/hour	
3.	Real-Time Attendance Fees (with transcript order)	\$ _____/hour	
4.	Real-Time Attendance Fees (without transcript order)	\$ _____/hour	
Conference Calls			
5.	Record and transcribe by means of a Conference Call or videoconferencing (does not include transcripts).	\$ _____/hour	
Services			
6.	Real-Time Hook-Ups (charge per day)	\$ _____/day	
Board Room Fees			
7.	Board Room Fee 1-5 Persons	\$ _____/hour	
8.	Board Room Fee 6-10 Persons	\$ _____/hour	
9.	Board Room Fee 11-15 Persons	\$ _____/hour	
Transcripts			
	Name and Delivery Period of Transcripts	Transcript Format Specifications	
10.	Ordinary certified transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered within 10 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
11.	Ordinary certified transcript second copy: Delivered within 10 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
12.	Expedited certified transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered within 2 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
13.	Expedited certified transcript , second copy: Delivered within 2 business days	32 lines	\$ _____/page
		28 lines	\$ _____/page
14.	Daily Certified Transcript: Original (to be charged for) plus one copy and one electronic copy (free of charge), delivered next business day	32 lines	\$ _____/page
		28 lines	\$ _____/page
15.	Daily Certified Transcript, second copy: Delivered next business day	32 lines	\$ _____/page
		28 lines	\$ _____/page
16.	Draft Electronic Transcript: Delivered electronically within 2 hours of proceeding ending for the day.	32 lines	\$ _____/page
		28 lines	\$ _____/page
17.	Condensed Transcript	32 lines	\$ _____/page
		28 lines	\$ _____/page

B2 Attendance Fees for Proceedings Less than Four (4) Hours

The Offeror is entitled to four (4) hours minimum for attendance fees regardless of the length of the legal proceeding. Should the length of the legal proceeding last less than four (4) hours, the Offeror will be entitled to invoice for a maximum of (4) hours.

B3 Cancellation

All legal proceedings cancelled with at least forty-eight (48)-hour notice (business days) will not be subject to any cancellation fees. Weekends will be calculated in the cancellation fee notice period only if the cancellation notice was provided prior to Friday at 5:00 pm (EST).



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

The cancellation fee shall be calculated by multiplying the Offerors hourly attendance rate by four (4) hours.

B4 Other Expenses Directly Related to the Court Reporting Services

Services that are requested and authorized by the Technical Authority or designated representative, which will include but not be limited to, videography service, videoconference, and audio visual equipment rental and courier service, will be reimbursed at cost when invoices are submitted with support documentation. No allowance for overhead or profit is permitted.

B5 Travel and Living Expenses

There is no travel and living allowance within the GTA, which includes the City of Toronto, and the cities and towns in the Halton, Peel, York and Durham Regions.



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 Department of Justice in connection with the Work, pursuant to Standing Offer No. _____ between Her Majesty the Queen in right of Canada, represented by the Department of Justice and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Offeror 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 labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

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 Department of Justice 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 Department of Justice, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Offeror by or on behalf of Department of Justice must be used solely for the purpose of the Standing Offer and must remain the property of Department 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 Standing Offer No:

_____.

Signature

Date



ANNEX D – STANDING OFFER USAGE REPORT

STANDING OFFER NUMBER:		OFFEROR:	
_____		_____	
REPORTING PERIOD:			
<input type="checkbox"/> 1 st Quarter: April 1 to June 30	<input type="checkbox"/> 3 rd Quarter: October 1 to December 31		
<input type="checkbox"/> 2 nd Quarter: July 1 to September 30	<input type="checkbox"/> 4 th Quarter: January 1 to March 31		

REPORT: WE HAVE DONE THE FOLLOWING BUSINESS WITH THE DEPARTMENT OF JUSTICE CANADA FOR THIS PERIOD

ACQUISITION CARD OR CALL UP*	ITEM NO.**	DESCRIPTION	TOTAL VALUE OF ITEM (excluding taxes)
<i>(add/delete rows as applicable)</i>			
TOTAL:			\$

*If the acquisition card was used, simply write "Acquisition Card" in the column as applicable. If a call-up was awarded, please provide the call-up number in the column as applicable.

**Item number is to be taken from the Basis of Payment charts

NIL REPORT: WE HAVE NOT DONE ANY BUSINESS WITH THE DEPARTMENT OF JUSTICE CANADA FOR THIS PERIOD

By signing below, we certify that the information contained in this report is accurate and complete.

Name: _____

Title: _____

Signature: _____

Date: _____



ANNEX E – RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

The Government of Canada has announced that direct deposit will replace cheques as the method of payment. As a result, for Justice Canada, direct deposit will be mandatory as of April 1st, 2014. The Department is asking you to sign up for direct deposit by completing the "Recipient Electronic Payment Registration Request form".

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.



Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0	Cheque No. N° de chèque 000000
Pay to the order of Payez à l'ordre de _____	\$ _____ Dollars
"Void" «Nul»	
Signature	_____
"000" "00000"000	000000"0
Transit No. N° de la succursale	Bank No. N° de l'institution financière
	Account No. N° du compte

If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with original signature(s) to the following address:

For Goods and Services Suppliers

Chief, Accounting Services
Room 1386, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

For Grants and Contributions

Manager, Grants and Contributions Financial Services
Room 6250, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: "To be opened by addressee only."



Your personal information are requested and compiled by the Department of Justice Canada for the purpose of administering the electronic payment program. The information is mandatory in the case where a Recipient decides to participate in the program. This information will be protected and used in conformity with the *Privacy Act*. Under the *Privacy Act*, each Recipient has access to their personal information and has the right to demand any modification. These information will be maintained by the Department of Justice.

IMPORTANT → Must be a Canadian recipient holding a bank account in Canadian \$.
→ For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees.
→ Note that Direct Deposit payments carry no stub information.

1 - TYPE OF REQUEST

New request → Direct Deposit (DD) Electronic Data Interchange (EDI)
 Change → to banking information (provide a new blank cheque)
→ from Direct Deposit (DD) to Electronic Data Interchange (EDI) from Electronic Data Interchange (EDI) to Direct Deposit (DD)

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)
Address Name of Payment Contact (please print)
City Telephone Fax
Province Postal Code E-mail for Payment Notifications (please print)
Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print) Telephone

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

Signature Date Signature

3 - BANKING INFORMATION

Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

1 Branch Number (transit) 2 Financial Institution Number 4 Name(s) of Account Holder(s)
3 Account Number

If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.

5 Financial Institution Name, Address and Telephone Number 7 Financial Institution Stamp
6 Signature of Financial Institution Representative

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

PROCESSED BY → Name (please print) Vendor Code
Signature Date
VERIFIED BY → Name (please print) Signature
 Payment Method Changed

Date

