



REQUEST FOR PROPOSAL (RFP)

RFP #160149

**FOR THE REQUIREMENT OF
VERBATIM COURT REPORTING SERVICES
FOR THE
PATENTED MEDICINE PRICES REVIEW BOARD**

Bid Submission envelopes are to be delivered only to the following address:

Patented Medicine Prices Review Board (PMPRB)
333 Laurier Avenue West, Suite 1200
Ottawa, ON
K1P 1C1

It is essential that the outside of each bid submission envelope include the RFP reference number.

Closing Date and Time: Monday, February 27, 2017 @ 12:00 PM EDT

RFP Issue Date: January 18, 2017

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

Nadia Laneve
Chief, Administrative Services
Nadia.laneve@pmprb-cepmb.gc.ca

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PART 1 - GENERAL INFORMATION

1.0 Introduction

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

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

The Attachments include Pricing Schedule, Bidder Submission Form Mandatory Technical Criteria, Point Rated Technical Criteria and Certifications to Bid Closing

The Annexes include the Statement of Work, Basis of Payment, and Security Requirements Checklist.

2.0 Summary

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

The purpose of this RFP is to select a supplier to enter into a Contract with the Patented Medicine Prices Review Board (PMPRB) to provide verbatim court reporting services as described in the Statement of Work – Annex “A”, attached hereto.

- b) The work is to be performed for a one year period from the date of the award of the contract. The Bidder grants to PMPRB the irrevocable option to extend the term of the Contract by four (4) optional periods of up to one (1) year each under

the same terms and conditions. PMPRB may exercise this option at any time by sending a notice to the Bidder at least fifteen (15) calendar days prior to the then existing Contract expiry date. The Bidder agrees that, during the extended periods of the Contract, the rates/prices will be in accordance with the provisions of the Contract.

3.0 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the person named on the front cover page of this RFP document within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1.0 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Procurement Ombudsman Solicitation Clause

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

2.0 Submission of Bids

- (a) Bids must be submitted only to Patented Medicine Prices Review Board (PMPRB) by the date, time and place indicated on the first page of this document.
- (b) Packages are to be identified with the solicitation number indicated on the first page of this document.
- (c) Due to the nature of the bid solicitation, bids transmitted only by facsimile or electronic mail to PMPRB will not be accepted.

3.0 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the person named on the front cover page of this RFP document no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

- (b) PMPRB will provide responses to questions brought forward through the Government Buy and Sell web site at <http://buyandsell.gc.ca/tenders>. Bidders should refer to the posted abstract for RFP #160149 for postings related to this RFP.
- (c) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable PMPRB 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 PMPRB determines that the enquiry is not of a proprietary nature. PMPRB may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered with copies to all Bidders. PMPRB may not answer enquiries not submitted in a form that can be distributed to all Bidders.

4.0 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1.0 Bid Preparation Instructions

(a) PMPRB requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (4 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications of Part 5 (1 hard copy)

(b) The Financial Bid must be contained entirely within a separate and sealed envelope. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

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

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

2.0 Section I: Technical Bid

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should be concise, but address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the

bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient and may result in the disqualification of the Bidder's submission. In order to facilitate the evaluation of the bid, PMPRB requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

- (c) Attachment 1 and 2 to Part 4, contains additional instructions that Bidders should consider when preparing their technical bid

3.0 Section II: Financial Bid

- (a) Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Harmonized Sales Tax (HST) must be shown separately, as applicable.
- (b) The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) When preparing their financial bid, Bidders should review the Pricing Schedule in Attachment 1 to Part 3, and clause 1.4 "Financial Evaluation" of Part 4.

4.0 Bidder Information

Bidders must submit the Bid Submission form, Attachment 2 to Part 3.

5.0 Section III: Certifications

Bidders must submit the certifications required under Part 5 with their proposal, or, prior to issuance of any Contract upon express written consent of PMPRB (see also Part 5, Clause 2.0).

6.0 Additional Information

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.0 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of PMPRB will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
- i. **Requests for Clarifications:** If PMPRB seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to PMPRB. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Interviews:** If PMPRB wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 5 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by PMPRB.
 - iii. **Requests for Further Information:** If PMPRB requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by PMPRB within 5 working days of a request by the Contracting Authority.
 - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

1.1 Technical Evaluation

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

1.2 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4.

1.3 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The Point Rated Technical criteria are described in Attachment 2 to Part 4.

1.4 Financial Evaluation

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive rates for the requirements being proposed in accordance with the bid solicitation, which includes an initial contract period and option periods. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2.0 Basis of Selection

2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and

- b. meet all mandatory criteria; and
- c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

PART 5 – CERTIFICATIONS

1.0 Certifications

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

2.0 Certifications required prior to Contract award

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

PART 6 – SECURITY

1.0 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7- Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

1.0 Statement of Work

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

2.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3.0 Priority of Documents

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

1. the Articles of Agreement;
2. the general conditions [2035 \(2016-04-04\)](#)
3. Annex A, Statement of Work
4. Annex B, Basis of Payment;
5. Annex C, Security Requirements Check List;

6. Annex E, Authorization and Availability
7. Any and all annexes
8. the Contractor's bid dated _____, (*to be filled at contract award*)

4.0 Security Requirements

The following security requirements apply and form part of the Contract.

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

5.0 Term of Contract

5.1 Period of the Contract

The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one year later ; and
- ii. the period during which the Contract is extended, if PMPRB chooses to exercise any options set out in the Contract.

5.2 Option to Extend the Contract

The Contractor grants to PMPRB the irrevocable option to extend the term of the Contract by up to (4) four additional (1) one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract,

it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.0 Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Guillaume Couillard
Director, Board Secretariat, Communications & Strategic Planning
Patented Medicine Prices Review Board
333 Laurier Avenue West, Suite 1400
Ottawa, ON
K1P 1C1
Telephone: 613-954-8299
Guillaume.couillard@pmprb-cepmb.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Nathalie Beaulieu
Senior Hearing Officer
Patented Medicine Prices Review Board
333 Laurier Avenue West, Suite 1400
Ottawa, ON
K1P 1C1
Telephone: 613-960-4554
Nathalie.beaulieu@pmprb-cepmb.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project

Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.0 Proactive Disclosure of Contracts with Former Public Servants

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.

8.0 Payment

8.1 Basis of Payment

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

8.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. (**insert the amount at contract award**) Customs duties are excluded and Applicable Taxes are extra, if applicable.
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.
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

8.3 Terms of Payment

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 PMPRB
- c. the Work performed has been accepted by PMPRB;

8.4 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 12 of 2035, General Conditions <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16#invoice-submission>. Invoices cannot be submitted until all work identified in the invoice is completed.

The original invoice must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract, no later than 30 calendar days after the end of a monthly period.

9.0 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by PMPRB during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, PMPRB has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10.0 Applicable Laws

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

11.0 Insurance

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

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

PMPRB plans on issuing one contract under this RFP for verbatim court reporting services.

The Bidder must respond to this Pricing Schedule by including it in its financial bid. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

Table "A1" – Initial Contract (award to 1 year thereafter)

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy and an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge - may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$
Sub-total		\$

OPTION PERIODS:**Table “A2” – Option Period 1**

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy and an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge- may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$
Sub-total		\$

Table "A3" – Option Period 2

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy and an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge- may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$
Sub-total		\$

Table "A4" – Option Period 3

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy and I CD ROM that contains: an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge- may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$
Sub-total		\$

Table "A5" – Option Period 4

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy and an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge- may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$
Sub-total		\$

Bidder total tendered price to perform the work from contract award to 1 year thereafter	\$
Bidder total tendered price for Optional period 1	\$
Bidder total tendered price for Optional period 2	\$
Bidder total tendered price for Optional period 3	\$
Bidder total tendered price for Optional period 4	\$
Total value of tables "A1", "A2", "A3", "A4" and "A5"	\$
TOTAL HST	\$
Bidder total tendered price inclusive of optional periods.	\$

ATTACHMENT 2 TO PART 3

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g. clarification)	Name
	Title
	Address
	Telephone #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]	
Security Clearance Level of Bidder [include both the level and the date it was granted]	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	

**EVALUATION PROCEDURES
ATTACHMENT 1 to PART 4**

Mandatory Technical Criteria

- (a) The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.
- (b) Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations.
- (c) Bidders are to write beside each of the criteria the relevant page number (s) from your proposal which addresses the requirement identified in the criteria.

Item	Requirement	PASS/FAIL	Proposal page #
M1	Bidder recent experience in providing bilingual verbatim court reporting services. Bidder MUST provide three (3) examples of previous clients (exclusive of PMPRB) within the past four (4) years including: Contract names, firm names and addresses, telephone numbers and a brief description of work performed MUST be provided and will be used for reference checks		
M2	Bidder proposed primary and replacement Reporters MUST each hold a Certified Court Reporter Diploma (copy to be provided) or have a minimum of three years' courtroom experience (to be demonstrated in the CV)		
M3	Bidder MUST provide detailed Curriculum Vitae for the primary and replacement Reporter indicated work history in court reporting and language capability		
M4	For the primary and replacement Reporter, Bidder MUST provide for each a listing of three previous hearings/transcripts prepared by the Court Reporter for which verbatim reporting in courtrooms was performed within the last two years. Client/firm name, point of contact and email along with a brief description of work performed to be provided for reference check purposes.		

**EVALUATION PROCEDURES
ATTACHMENT 2 to PART 4**

Point Rated Technical Criteria

Only those proposals meeting ALL of the above Mandatory Requirements will be evaluated by PMPRB on the basis of the Point Rated Requirements. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the Bid Evaluation Committee to evaluate the Bidder's proposal.

<p>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria. Must obtain a minimum of 70% on the point-rated technical criteria (70/100) All criteria will be rated using the scoring grid below.</p>				
Item	Requirement	Demonstrated Compliance, cross reference	Points allocated for the criteria	Score
R1	<p>The Bidder must demonstrate corporate experience providing verbatim court reporting services in the last five (5) years as described in the SOW beyond the minimum amount identified in support of the M.1. In order to have points assigned, the Project must be of a minimum of one (1) month in duration and a minimum of \$10,000 (CAD) in value.</p> <p>For each relevant experience provide the following in your project summary:</p> <p>a) the name of the client organization; b) the Project Authority name, title, phone number; c) brief description of the project, identifying the types of services provided; d) the start, end date and duration of the Project; e) the number of resources provided; and f) the \$-value of the Project (to the Bidder).</p>		Up to five (5) points for each experience to a maximum of thirty (30) points	/30

<p>R2</p>	<p>The Resources proposed as court reporters should have demonstrated experience in verbatim reporting for courtrooms and/or administrative tribunals beyond that identified for M2.</p> <p>For each relevant experience provide the following in your project summary :</p> <p>a) the name of the client organization; b) the Project Authority name, title, phone number; c) brief description of the project, identifying the types of services provided; d) the start, end date and duration of the Project; e) the number of resources provided; and f) the \$-value of the Project (to the Bidder).</p> <p>Where more than one resource is proposed for this category, the points allocated will be used to determine the individual score and then the points for all proposed resources for this category will be added together and divided by the total number of proposed resources to obtain the average score for this criteria.</p>		<p>Up to five (5) points for each experience to a maximum of thirty (30) points</p>	<p>/30</p>
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<p>R3</p>	<p>The Bidder should have an approach that will ensure that they are able to deal with the following elements:</p> <ul style="list-style-type: none"> a) provide services to meet the language requirements identified in the SOW (maximum 6 points) ; b) ensure they maintain sufficient resources to satisfy the contract (maximum 6 points) ; and c) maintain the same resources throughout the duration of a specific hearing (maximum 6 points). <p>Identify if the Bidder has used this approach before, for what client and where and when.</p>		<p>Up to six (6) points for each element a) through c) identified and an additional two (2) bonus points if the bidder has used this approach before on other assignments/ projects for a maximum overall of twenty (20) points.</p>	<p>/20</p>
<p>R4</p>	<p>Bidders should demonstrate that they have developed an approach to deal with the performance and quality assurance of the work prepared by the proposed resources by providing details on their proposed performance and quality control methods. This information should include:</p> <ul style="list-style-type: none"> a) what performance and quality standards they set for each of their resources; b) how these standards are appropriate for an environment such as a regulatory environment; c) how they will monitor the resources and the frequency of monitoring; d) how they want PMPRB to identify any issues with regard to performance and quality and how they will report back to PMPRB on their actions; and e) whether they have used the same approach before and if so on what Project, when and what was the outcome. 		<p>Up to four (4) points for each identified element a) through e) to a maximum overall of twenty (20) points</p>	<p>/20</p>

	<p>Points will be allocated as follows:</p> <table border="1" data-bbox="203 315 625 493"> <thead> <tr> <th>Rating</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Excellent</td> <td>4</td> </tr> <tr> <td>Good</td> <td>3</td> </tr> <tr> <td>Fair</td> <td>2</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> </tbody> </table>	Rating	Points	Excellent	4	Good	3	Fair	2	Poor	1			
Rating	Points													
Excellent	4													
Good	3													
Fair	2													
Poor	1													
TOTAL:			Minimum amount of points required: 70	/100										

ATTACHMENT 1 to PART 5 CERTIFICATIONS REQUIRED WITH THE BID

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1.0 Certifications Required with the Bid

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

2.0 Integrity Provisions – Associated Information

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003 2016-04-04.

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

3.0 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

4.0 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring](#)

[Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.0 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

6.0 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Authorized Signature: _____

Title: _____

Name (please print): _____

Date: _____

ANNEX "A"

STATEMENT OF WORK

1. TITLE

Verbatim Court Reporting Services

2. INTRODUCTION

Patented Medicine Prices Review Board (PMPRB) require the services of a Contractor to provide verbatim court reporting services of proceedings, depositions and hearings on an "as and when requested" basis for a one (1) year period and four (4) one (1) year option periods.

3. BACKGROUND

Patented Medicine Prices Review Board (PMPRB) created in 1987 under the **Patent Act** as an independent quasi-judicial tribunal to limit the prices set by patentees for all patented drug products, new and existing, sold in Canada, under prescription or over the counter, to ensure that they are not excessive.

The PMPRB has a dual role set out in the *Patent Act*.

Regulatory: To ensure that prices charged by patentees for patented medicines are not excessive; and

Reporting: On pharmaceutical trends and on the Research and Development (R&D) spending by pharmaceutical patentees.

The PMPRB reviews the price at which the patentee sells the patented drug product to wholesalers, hospitals and pharmacies. To determine if the price of a patented drug sold in Canada is excessive, the PMPRB applies factors set out in the **Patent Act**, The PMPRB reviews the pricing information on an on-going basis to ensure that prices comply with the **Patent Act** and does so for the duration of the patent. Following the scientific review, the PMPRB reviews the price of the drug to determine if it is within the PMPRB Guidelines, based on the factors established for the **Patent Act**.

The Board may hold public hearings to determine whether a price is excessive.

At present, the Board holds on average of 3 hearings a year in Ottawa, with each hearing an average of 10 days in duration. In such cases, they have acquired the services of a court reporter using proven court reporting techniques (e.g. steno

typing, steno mask, shorthand and digital) to provide complete verbatim court reporting services in either official language for all hearings.

There is typically at least thirty (30) days advance written notice of a hearing. The Project Authority will endeavor to advise the Contractor of the estimated length of the proceedings, the date, time and location of the hearing and the number of copies required of the transcript. The Contractor must have the ability to provide complete verbatim court reporting services on less than thirty (30) days written notice on a minimum of two (2) days notice for urgent hearings, should the situation arise;

A hearing can range between 1 to 20 days in duration, and usually held in blocks of 2 or 4 days. Hearings may be conducted in both open court and in-camera sessions;

4.0 REQUIREMENTS

The contractor will provide the following complete verbatim court reporting services, on an as and when requested by the Project Authority. The Contractor will confirm their availability to provide the requested services to conduct the following:

4.1 Reporting of Hearings

For the purpose of this Statement of Work, the Contractor shall, when requested by the Project Authority, provide certified court reporters or reporters with at least three (3) years direct experience in court reporting to provide complete verbatim court reporting services (“the services”) to the Project Authority in both open court and in-camera sessions, using proven court reporting techniques (i.e. steno mask, steno typing, etc.). The recording only of the hearings without the presence of a court reporter as defined herein will not be accepted and may result in terminating the Contract.

For pre-hearing conferences and hearings (or parts thereof) occurring by telephone conference call or video conferencing, the Contractor may be required to produce a verbatim transcript of the conference. The Contractor will be responsible to ensure the presence of a court reporter as defined herein and the necessary recording equipment to produce an accurate transcript.

The Court Reporters must be on site at least one hour (60 minutes) before the commencement of each day of the hearing to ensure that their equipment is installed and functioning and that they are available to commence at the designated start time.

The Project Authority foresees the possibility of having the need for real time reporting for some of the hearings to serve the needs of hearing impaired

participants. The Project Authority reserves the right to employ another Contractor for these particular hearings should the Contractor not be able to provide this service at a fair market rate.

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

4.2 Language Requirements

The hearings will be conducted either in English, in French or in both official languages, therefore the court reporter as defined herein shall provide the services either in English, in French, or in both official languages. The language requirement will be specified by the Project Authority at the time of the request.

4.3 Production of Transcripts

The Contractor shall supply all personnel, equipment, supplies and machinery necessary for the production of a transcript of hearings, as per the requirements of the Project Authority. More specifically, the Contractor shall provide a typed transcript of the oral proceedings of the hearings, as per the following:

- The transcript for each day is to be contained in one volume;
- An original provided to the Project Authority and a maximum of five (5) additional copies of the transcript of the proceeding, either in electronic and /or printed format shall be provided to the Project Authority
- The format of the transcript shall be subject to the approval of the Project Authority, but generally:
 - An index is to be placed at the front of each volume of transcript;
 - A transcript page will be numbered and double spaced and consist of 25 typed lines
 - The pages are to be of white bond paper 8.5 inches by 11 inches
 - The font used is to be Times New Roman, 12 point
 - Transcript pages may be printed single sided or double sided at the discretion of Contractor
 - The page margin and the binding on the side of the transcript will be 1.5 inches; margins on the non-binding edge will be 1 inch; and
 - Each volume of the transcript must include the signature of each reporter involved in its production, certifying the accuracy of the transcript.
- The Contractor shall provide PMPRB with an electronic copy of the transcript upon completion of each case, using the current version of MS Word or Adobe Acrobat; one copy of each transcript day.

4.4 Delivery of Transcripts

The Contractor must deposit all transcripts of hearings - hard copy and electronic copy - with the Project Authority on a daily delivery basis, which will be determined in advance of each proceeding.

Daily delivery - the requested number of copies of the transcript of hearings shall be delivered by 9:00 A.M. EST at the start of business on the next working day of the preceding day's hearings for all hearings which adjourn before 6:00 p.m. For evening hearing (sitting after 6:00 p.m.), the Contractor must provide the transcript by noon on the following day.

5.0 OTHER TERMS AND CONDITIONS OF THE SOW

5.1 AUTHORITIES

The Contracting Authority for the Contract is:

Guillaume Couillard
Director, Board Secretariat, Communications & Strategic Planning
Patented Medicine Prices Review Board
333 Laurier Avenue West, Suite 1400
Ottawa, ON
K1P 1C1
Telephone: 613-954-8299
Guillaume.couillard@pmprb-cepmb.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:
Nathalie Beaulieu
Senior Hearing Officer
Patented Medicine Prices Review Board
333 Laurier Avenue West, Suite 1400
Ottawa, ON
K1P 1C1
Telephone: 613-960-4554
Nathalie.beaulieu@pmprb-cepmb.gc.ca

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

5.3 PMPRB OBLIGATIONS

The Project Authority will:

- Ensure the appropriate subject matter experts from within their organization are available to the Contractor to discuss and provide content, source, and/or reference material, as well as to facilitate cooperation with other representatives of their organization as required;
- Arrange to provide the Contractor with access to on-site facilities and off-site venues subject to the prior written authorization of the Project Authority; and
- Provide the Contractor with both physical and electronic delivery addresses, to which deliverables are to be submitted.

5.4 CONTRACTOR'S OBLIGATIONS

The Contractor shall provide the services in accordance with the Statement of Work and the specific delivery requirements as described within the contract.

The Contractor shall not dispose of said work without the prior written consent of the Project Authority.

The Project Authority reserves the right to distribute electronically or in hard copy as many copies of the transcripts as deemed necessary for internal use.

5.5 INITIAL DURATION OF THE CONTRACT

The initial period for rendering services against the contract shall be from the date of the signing of the Articles of Agreement to no later than one (1) year from that date. The contract may be extended for four (4) additional one (1) year periods at the sole discretion of PMPRB for a total duration of no more than 5 years from the date of the signing of the Articles of Agreement.

5.6 ALLOCATION OF THE WORK

It is the intent of PMPRB to award one contract to the highest scoring bidders who are compliant with the requirements of this RFP (refer to Part 4 herein). Due to the nature of the work, it is not possible to guarantee the amount of work allocated pursuant to this RFP.

5.7 LOCATION OF WORK, WORK SITE AND DELIVERY POINT

Work will take place primarily at the Project Authority site. Hearings are expected to be held in Ottawa at the offices of the Project Authority or within the National Capital Region.

6.0 TERMS OF PAYMENT

6.1 Fees

Payment will be based on the fixed rate per page quoted by the Contractor in the Price Proposal. The fixed rate per page quoted shall be inclusive of all payroll, overhead costs, profits, miscellaneous expenses, and applicable taxes required to complete the work, but shall exclude GST. GST will be reimbursed to the Contractor in addition to the invoiced costs.

Payment shall be made not more frequently than once a month, upon submission of an invoice in a form, and containing information, acceptable to the Project Authority specified herein.

6.2 Expenses

Only miscellaneous expenses that have been pre-approved by the Project Authority, such as long-distance telephone and long-distance fax, courier, and postage, will be reimbursed at cost with no allowance for overhead costs and profit.

6.3 GST/HST

Fixed rates per page quoted are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, unless otherwise indicated. The GST/HST is extra to the rates quoted and will be paid to the Contractor by PMPRB. GST/HST to the extent applicable shall be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST paid or due.

6.4 Option Year Rates

Quoted fixed rates per page listed for each option year of the contract shall remain unchanged for the duration of the contract from the rates quoted in the RFP.

7.0 PROJECT SCHEDULE

7.1 EXPECTED START AND COMPLETION DATES

Work conducted under this contract shall commence upon signing of the contract and shall be for one year from the date of the signing of the contract. PMPRB reserves the right to extend the period of the contract by up to four (4) additional one (1) year periods.

8.0 REQUIRED RESOURCES AND TYPES OF ROLES TO BE PERFORMED

Refer to Section 4.0, Requirements of the SOW.

9.0 RELEVANT TERMS, ACRONYMS AND GLOSSARIES

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

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

ANNEX "B"**BASIS OF PAYMENT**

The rates proposed in the Pricing Schedule (Attachment 1 to Part 3) will form the Basis of Payment.

CONTRACT PERIOD:**Initial Contract (award to 1 year thereafter)**

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge- may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$

OPTION PERIODS:**Option Period 1**

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge - may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$

Option Period 2

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy and an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge- may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$

Option Period 3

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy and an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge - may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$

Option Period 4

A	B	C
Item	Requirement	Firm All Inclusive Price (TAXES NOT INCLUDED)
i)	Price per page for original copy and an MS Word document, a PDF document, a digital recording with annotations and the chess clock reports – 1 day delivery	\$
ii)	Price per page for additional copies in excess of i) above – 1 day delivery	\$
iii)	Cancellation charge- may be claimed if the Contractor is notified less than 48 hours (2 business days) prior to the scheduled commencement of a Hearing.	\$
iv)	Recess fee – in cases where a Hearing is terminated sooner than expected, a recess charge may be claimed by the Contractor. Whenever the recess charge is billed, the transcript pages that are produced before the termination of the Hearing will be provided at no additional charge beyond the recess cost.	\$

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

DEC 22 2016

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SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Patented Medicine Prices Review Board	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail verbatim: court reporting services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité: No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document: No / Non Yes / Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

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

Special comments:
Commentaires spéciaux: _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

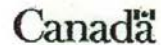
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Guillaume Couillard	Title - Titre Director, Board Secretariat	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel guillaume.couillard@pmprb-cepmb.gc.ca	Date Dec 21/16
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Devon Menard	Title - Titre Director, Corporate Services	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel devon.menard@pmprb-cepmb.gc.ca	Date December 21, 2016
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) NADIA LAUEVE	Title - Titre CHIEF ADMIN. SERVICES	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel nadia.laueve@pmprb-cepmb.gc.ca	Date Dec 21/16
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date January 13, 2017

Sherry Campbell
 Contract Security Officer, Contract Security Division
 Sherry.Campbell@tpsgc-pwgsc.gc.ca
 Tel/Tél - 613-948-1646 / Fax/Télé - 613-948-1712

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