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K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de l'approvisionnement en communication

360 Albert St./ 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

Title - Sujet Court Reporting Services	
Solicitation No. - N° de l'invitation K4450-171577/B	Date 2017-05-31
Client Reference No. - N° de référence du client K4450-17-1577	GETS Ref. No. - N° de réf. de SEAG PW-\$\$CY-025-72932
File No. - N° de dossier cy025.K4450-171577	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-19	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Kamal, Mostafa A.	Buyer Id - Id de l'acheteur cy025
Telephone No. - N° de téléphone (613)990-5858 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT INFORMATION MANAGEMENT 160 ELGIN ST 22ND FL. OTTAWA Ontario K1A0H3 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 of the *Supply Manual*.

In order to be considered, firms must certify that they qualify as an Aboriginal business as defined in the SPAB and that they will comply with all requirements of the SPAB. **Bidders who fail to complete and return the signed certification form in PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION herein, with their bid at the time of bid closing, will be considered non-responsive.**

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus 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 and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security 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, Security Requirements Check List, and the Electronic Payment Instructions.

1.2 Summary

- 1.2.1 The purpose of this Request for Standing Offer is to seek the services of firms that provide court reporting and related verbatim transcription services for the Canadian Environmental Assessment Agency (CEAA).
- The supplier must provide Bilingual reporters to record and provide verbatim transcripts of inquiries, tribunals and court hearings across Canada, on an "if and when required basis".
- 1.2.2 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- 1.2.3 The requirement is limited to Canadian goods and/or services.
- 1.2.4 The Request for Standing Offers (RFSO) is to establish National Individual Standing Offers (NISO) for the requirement detailed in the RFSO, to the CEAA, **including** areas subject to Comprehensive Land Claims Agreements (CLCAs).
- 1.2.5 The period of the standing offer is from July 1, 2017 to June 30, 2020 with optional two (2) additional one year periods.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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 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

Standing offer	A Standing Offer is not a contract. It is an offer from a supplier to provide goods and/or services to clients at prearranged prices or pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis. A separate contract is entered into each time a call-up is made against a Standing Offer. When a call-up is made, the terms and conditions are already in place and acceptance by Canada of the supplier's offer is unconditional. Canada's liability shall be limited to the actual value of the call-ups made within the period specified in the Standing Offer
Call-up Against a Standing Offer	An order issued under the authority of a duly authorized user against a particular standing offer. Communication of a call-up against a standing offer to the Offeror constitutes acceptance of the standing offer to the extent of the goods, services, or both, being ordered and causes a contract to come into effect. The parties to the contract that comes into effect when a call-up against a standing offer is made by Canada, as represented by the Minister of Public Works and Government Services and the Offeror
National Individual Standing Offer (NISO)	A National Individual Standing Offer is used by the identified department (CEAA) as a method of supply to provide court reporting services

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) (<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.

2.1.1 SACC Manual Clauses

NUMBER	DESCRIPTION	DATE
M0019T	Firm Price and/or Rates	2007-05-25
M7035T	List of Proposed Subcontractors	2013-07-10

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit 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 to PWGSC will not be accepted.

Department of Public Works and Government Services
Bid Receiving Unit
Portage III, 0B2 - 11 Laurier Street
Gatineau, Quebec
For couriers: J8X 4A6 For regular mail: K1A 0S5
Telephone (819) 956-3370
Fax No.: (819) 997-9776

2.3 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 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.

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

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2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 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 3 hard copies and 1 soft copy on USB flash drive.

Section II: Financial Offer 1 hard copy and 1 soft copy on USB flash drive

Section III: Certifications 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 fiber 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 Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “2” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “2” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, only Offeror(s) submitting an offer with document safeguarding clearance, must provide the required information below, on the Offeror's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Name / Unit Number:

City, Province, Territory / State:

Postal Code / Zip Code :

Country:

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 Mandatory Technical Criteria

An offer must meet all the mandatory requirements. Offers not meeting all of the mandatory requirements will be given no further consideration and will be declared non-responsive. Offers meeting the Mandatory requirements will go on to be evaluated for Point-Rated Requirements.

	MANDATORY CRITERIA	REFERENCED SECTION IN OFFEROR'S PROPOSAL	MET / NOT MET
M1	Experience of the Firm The Offeror must demonstrate that they have at least two years' experience providing the services outlined in the statement of work, within the last three (3) years from the closing date of this request for standing offer.		
M2	Bilingual. (English/French) The Offeror must demonstrate that they are able to provide services in both official languages (English and French).		
M3	Personnel The Offeror must provide the names and detailed resumes of a minimum of three of their transcriptionists that will be performing the Work. The resumes submitted must demonstrate that each of the identified transcriptionists meet the following requirements: i. They are a certified transcriptionist ii. They have a minimum of 3 years' experience using any one of the following techniques: Stenotype, stenomask, shorthand, digital recording iii. They are bilingual (English and French) The evaluation team will evaluate the proposed resources, as follows: Proposed resources will be evaluated in the order in which they first appear within the Offeror's proposal. Proposed resources will be evaluated against the stated minimum qualifications, as described in M3, until such time as the Bidder has provided evidence of the minimum number of qualified resources.		

	<p>The evaluation team will evaluate up to two (2) additional resources, should one (1) or more of the Offeror's proposed resources fail to meet the minimum qualifications. Any additional resources identified by the bidder, in excess of the maximum of five (5), will not be evaluated.</p> <p>Note: The evaluation team will evaluate the first three (3) CVs (in the order in which they first appear within the Offerors proposal) of the proposed resources that meet the stated minimum qualifications, as part of point rated technical criteria R1, if the Offeror meets all mandatory technical criteria.</p>		
M4	<p>Previous Projects</p> <p>The Offeror MUST provide the following details for two (2) previous projects where the Offeror provided services similar to those described in the Statement of Work at Annex A, within the last three (3) years from the closing date of this request for standing offer.:</p> <p>a) name of client organization; b) client name and contact information; and c) when the work was performed (from date to date)</p>		
M5	<p>Location</p> <p>The Offeror MUST provide a list of the major cities in Canada where they can provide on-site court reporting services without incurring travel costs.</p>		

4.1.2 Point Rated Technical Criteria

Only offers that meet all of the Mandatory requirements will be considered in the evaluation of the Rated Requirements.

Offerors proposals will be evaluated against the following technical criteria, using the evaluation factors and weighting indicators for each criterion. Only those offerors whose aggregate point-rating score on the whole meets or exceeds the pass threshold (70%) or 77 points out of a total of 110 points, will go on to be evaluated in the Financial Evaluation.

R1 Education/Experience (maximum 20 points)

The details provided in M1 (Experience of the firm) and M3 (Personnel) will be evaluated as follows:

a) Experience of the Firm (max 5 points)	1 point for every year of experience over and above the minimum required two years' experience up to a maximum of 5 points
b) Personnel (max 15 points)	1 point for every year of experience, over and above the minimum required 3 year experience, up to a maximum of 5 points for each of the three transcriptionists identified

R2 Previous Projects (maximum 80 points)

The details provided in M4 (Previous Projects) will be evaluated. In addition, the Offeror should provide, for each of the projects identified in M4:

a) A description of the work including language(s) transcribed and turnaround times; and

b) Two specific issues/challenges, associated with each project reference, the level success in meeting the identified issue/challenges and how that was achieved.

Criteria	Criterion is not met 0%	Criterion partially met 50%	Criterion fully met 100%
a) Description (max 40 points – 20 points per project)	Project description is not similar to this requirement	Project description is similar to this requirement. Does not include all elements identified in the statement of work at Annex A. Deadline requirements are similar.	Project description clearly demonstrates extensive and highly relevant experience. Project description includes all elements identified in the statement of work at Annex A. Similar deadline requirements Transcription was in both official languages (English and French)
b) Issues / Challenges (max 40 points – 10 points per issue/challenge)	The information provided was unsuitable, insufficient, or not present.	The information was described but unclear. Does not fully demonstrate how the Offeror achieved success in meeting the identified issue/challenge	The information was complete and detailed. Clearly demonstrates success in meeting identified issue/challenge and how that was achieved.

R3 - Location (maximum 10 points)

The details provided in M5 (Location) will be evaluated as follows:

Location (max 10 points)	2 points for every major city listed up to a maximum of 10 points
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4.1.3 Financial Evaluation

If the proposal is considered responsive, the Contracting Authority will calculate the value of the financial proposal by multiplying the yearly estimated quantities provided in 4.1.2 by each pricing element for the contract period and each of the two option periods. The total for each will be added to obtain the total aggregate price (TAP).

4.1.3.1 Determination of Total Aggregate Price (TAP)

For evaluation purposes only, the following scenario of estimated quantities will be used by the Contracting Authority to calculate the TOTAL AGGREGATE PRICE (TAP).

NOTE: The numbers used as 'volume for evaluation purposes' are randomly generated. These 'volume' numbers are not based on any historical data, and are NOT representational or indicative of guarantee of quantity that may be required in the future.

For the contract period and each of the option periods:

Requirement	Description	Unit	Annual Volume for evaluation purposes only
Court reporting services including audio recording	On-site court reporting – English and /or French	Per hour	10,000
	Cancellation fee (if less than 24 hours)	Per cancellation	10
	Overtime (in excess of 7.5 hours daily)	Per hour	100
	Travel time (if pre-approved by Project Authority for work outside city or town of the selected court reporter)	Per hour	100
Verbatim Transcription fee	Electronic copy provided within 8 hours of the end of sessions for a day	Per page	10,000
	Hard copy including cover, backing, binding and standard 8.5 x 11 inch paper	Per page	10,000

4.1.3.2 Calculation of combined rating of technical merit and price

The points awarded for the Point Rated Technical Criteria (see 4.1.2 above) is weighted at 60% of the total score and the TAP (as calculated in 4.1.3) is weighted at 40% of the total score. The combined scores determine the Bidders overall point rating for technical merit and cost.

The lowest priced technically compliant proposal will be allocated the maximum points of 40 and other price proposals will be prorated accordingly.

Technical scores will be prorated against the total possible score.

The total score will be determined by adding the technical points and the price points.

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 110 and the lowest evaluated price is \$360,000.

Example of calculation for highest combined rating technical merit (60%) and price (40%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Technical Points	75	65	55
Price Quoted	\$400,000	\$370,000	\$360,000

Calculation	Technical Points	Price Points	Total Points
Bidder 1	$\frac{75 \times 60}{110} = 40.91$	$\frac{*360,000 \times 40}{**400,000} = 36$	76.91
Bidder 2	$\frac{65 \times 60}{110} = 35.45$	$\frac{360,000 \times 40}{370,000} = 38.92$	74.37
Bidder 3	$\frac{55 \times 60}{110} = 30$	$\frac{360,000 \times 40}{360,000} = 40$	70

* Represents the lowest priced proposal (TAP)

** Represents the bidders price proposal (TAP)

*** Represents the total amount of points available

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum overall 77 points for the technical evaluation criteria, which are subject to points rating on a scale of max. 110 points
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive.
3. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
5. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
6. All responsive offers with the highest combined rating of technical merit and price will be recommended for award of a Standing Offer.
7. All responsive offers will be ranked based on the highest to lowest combined rating of technical merit and price (as described in 4.1.3.2 above).

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. Unless specified otherwise, 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.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

Offerors should submit this certification completed with their offer. If the certification is not completed and submitted with the offer, the Contracting Authority will so inform the Offeror and provide the Offeror with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the offer non-responsive

The Offeror certifies that:

() the services(s) offered are Canadian services as defined in paragraph 1 of clause A3050T.

5.1.2.1.1 SACC Manual clause

A3050T (2014-11-27) Canadian Content Definition

5.1.2.1.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.

2. The Offeror:

- i. ☐ certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. ☐ agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. ☐ agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

- i. ☐ The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
- OR**
- ii. ☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

- i. ☐ The Aboriginal business has fewer than six full-time employees.
- OR**
- ii. ☐ The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6.

- ☐ By submitting a Offeror, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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 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 website

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(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.

Signature

Date

Title

5.2.2 Status and Availability of Resources

The Offeror certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its offer 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 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 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 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 Contracting 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 nonresponsive.

Signature

Date

Title

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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 proposed by the Offeror for the requirement is capable of performing the Work described in the resulting Standing Offer.

Signature

Date

Title

PART 6 – SECURITY REQUIREMENTS

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - STANDING OFFER, ACQUISITIONS FEES AND RESULTING CONTRACT CLAUSES

This Departmental Individual Standing Offer (DISO) is managed by the Communication Procurement Directorate (CPD) of Public Works and Government Services Canada (PWGSC). CPD is a revenue dependent organization within PWGSC and therefore will charge a 3% acquisition fee based on the value of the resulting call-up (including positive value amendments) plus HST, if applicable. This formula is set out in Annex A of the PWGSC Customer Manual, accessible at the following link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/communications-eng.html>

A. STANDING OFFER

1 Offer

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

2 Security Requirements

The following security requirements (SRCL and related clauses provided by Canadian Industrial Securities Directorate).

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, with approved Document safeguarding at the level of **PROTECTED A**, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD/PWGSC, the Contractor/ personnel **MAY NOT HAVE ACCESS** to **CLASSIFIED/PROTECTED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. Processing of PROTECTED/CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex C;
 - (b) *Industrial Security Manual* (Latest Edition).

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

3.1 General Conditions

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

3.2 Standing Offers Reporting

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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "A". 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.

The data must be submitted on a quarterly basis to the Standing Offer Authority. 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.
-

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

4 Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from June 1, 2017 to May 31, 2020 inclusive.

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.

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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5 Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Mostafa Kamal (or authorized representative)
Supply Specialist
Communications Procurement Directorate
Public Works and Government Services Canada

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360 Albert Street, 12th Floor
Ottawa, Ontario K1A 0S5
Telephone: 613-990-5858
Facsimile: 613-991-5870
E-mail: mostafa.kamal@pwgsc-tpsgc.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.

5.2 Project Authority

The Project Authority for the Standing Offer will be identified in the call-ups against the Standing Offer.

5.3 Offeror's Representative

General Enquiries	Backup
Name: _____	Name: _____
E-mail: _____	E-mail: _____
Fax: _____ - _____ - _____	Fax: _____ - _____ - _____
Telephone: _____ - _____ - _____	Telephone: _____ - _____ - _____

6 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.

7 Identified Users

Canadian Environmental Assessment Agency (CEAA)

8 Call-up Procedures

Canadian Environmental Assessment Agency (CEAA) will issue the call-ups.

Offerors awarded a Standing Offer (SO) will be ranked by the highest combined rating of technical merit and price. For each call-up required, CEAA will 1st determine all standing offer holders that are available in the city or town closest to the area where services will be required. The top ranked supplier will be contacted to determine availability for the specific call-up.

8.1 Selection Methodology (the Right of 1st Refusal)

CEAA will select the SO holder with the highest combined rating of technical merit and price, located in the area closest to where court reporting services are required. If the Offeror is unable to perform the work, the SO holder with the next highest combined rating of technical merit and price will be selected.

If the selected SO holder has already exceeded the maximum call-up limit of \$350,000.00, the Project Authority reserves the right to either issue another call-up with the same supplier or issue another call-up with the next highest ranked Offeror on the SO list.

9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$350,000.00 (including GST or HST).

10 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 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List (if applicable); and
- h) the Offeror's offer dated _____.

11 Certifications and Additional Information

11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

12 SACC Manual Clauses

M3000C	Price Lists	2006-08-15
M3800C	Estimates	2006-08-15

13 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.

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.

1 Statement of Work

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

2 Standard Clauses and Conditions

2.1 General Conditions

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

Section 17 (2008-12-12) Interest on Overdue Accounts, of 2035 2016-04-04 will not apply to payments made by credit cards.

2.2 SACC Manual Clauses

SACC Reference	Section	Date
C0705C	Discretionary Audit	2010-01-11
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A9113C	Handling of Personal Information	2014-11-27
A3000C	Aboriginal Business Certification	2014-11-27

3 Security Requirement

The contractor must meet and comply with the security requirements (if any) indicated in the call-up against the Standing Offer.

4. Term of Contract

4.1 Period of the Contract

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

5 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

6 Payment

6.1 Basis of Payment

The Contractor will be paid in accordance with the attached Annex "B" – Basis of Payment.

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
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.

6.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

6.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

7 Invoicing Instructions

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.
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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

9 Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists.

"Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

10 Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the Access to Information Act, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - a. is publicly available from a source other than the other Party; or
 - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

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6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the *PWGSC Industrial Security Manual* and its supplements and any other instructions issued by Canada.
 7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

ANNEX "A"

STATEMENT OF WORK

1. OVERVIEW

The Contractor will be required to provide complete verbatim reporting services during public hearings or other sessions held by the Canadian Environmental Assessment Agency (the Agency) or a Review Panel. The Contractor must have the capacity to provide verbatim reporting services in either English or French – whichever of the official languages is spoken.

Locations / Venues

The Agency or a Review Panel may hold sessions in various venues and locations, and may hold public session by videoconference or teleconference, depending on logistics and the facilities available. Proceedings may be conducted in either open or closed sessions and in accordance with procedures developed by the Agency or the Review Panel.

If desired, the Contractor may arrange for an audio feed via a Distribution AMP with the audiovisual contractor. This audio feed would allow the Contractor to take a microphone or line off of this box at the sessions. Any such arrangements must be made directly by the Contractor with the audiovisual contractor.

The Project Authority will endeavor to give ten (10) days-notice of all sessions, and will advise the Contractor of the estimated timing and location of the sessions. As required, the Contractor must have the ability to supply services on less than ten (10) days-notice,

Travel

There could be significant time spent each day travelling to sessions that could be held in remote communities. The sessions may be full or part day, and held in the morning, afternoon or evening and during the week or on weekends. The Contractor will be responsible for the booking, and for the initial payment for travel and living arrangements of its personnel. The reimbursement of travel is as per the "National Joint Council Travel Directive"

Additional Requirements

The Contractor must be on-site at least 30 minutes before the commencement of each session segment to ensure the equipment is installed and functioning and that personnel are available prior to the designated start time(s). Unless otherwise directed or approved by the Project Authority, the Contractor may or may not be physically on site - the recording only of the sessions without the presence of a reporter will not be accepted.

There may not be reliable internet access at the venue or accommodations. Contracting Authority will ensure that reliable internet access be provided at the venue only.

There could be a requirement for real-time transcription, depending on the needs of the Agency or the Review Panel.

The Contractor must provide all personnel, equipment, supplies and machinery necessary for the production of transcripts of proceedings for the duration of the sessions.

Overtime will normally be required.

2. DELIVERABLES

- Transcripts must be produced in the official language spoken during the sessions.
- One volume of the transcript must be produced per day of sessions unless the Contactor and the Project Authority agree to another arrangement.

- A cover page and a table of contents must be placed at the front of each volume. The format will be determined by the Project Authority
- Pages must be 21.5 em (8.5 inches) by 27.8 em (11 inches) (MARGINS –left 1"; all others- 1" top, bottom and right margins) and consist of at least 25 lines of text with an average of 250 words per page.
- Electronic copies of the transcripts must be provided to the Project Authority in Microsoft Word or accessible (searchable) PDF format by Email, on a CD, USB stick or other medium, as directed by the Project Authority.
- Electronic copies of the transcript must be provided to the Project Authority as soon as possible following the end of sessions for that day. In all but exceptional circumstances, electronic copies of a transcript must be provided within 8 hours of the end of sessions for a day.
- Each volume of the transcripts must include the signature of each reporter who was involved in its production, certifying the accuracy of the transcript.
- Subject to direction from the Project Authority, the Contractor may be required to provide up to 4 printed copies of each transcript volume which will be produced as follows:
 - cardboard or other semi-rigid material cover and backing
 - pages of white bond paper printed double-sided
 - bound in coil or wire binding
- Any printed copies required by the Project Authority must be provided within 24 hours of the end of sessions for a day unless the Contractor is unable to do so for reasons beyond its control.
- The Project Authority may reproduce electronic or paper copies of the transcripts and distribute these as it deems necessary. The Project Authority will normally post the electronic version of transcripts on the public registry hosted on the Canadian Environmental Assessment Agency Web site.

3. REPLACEMENT OF SPECIFIC INDIVIDUALS WORKING ON THIS PROJECT

If specific individuals are identified in the standing offer to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the standing offer, a replacement must be provided with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Agency. The Contractor must, as far in advance as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a) the name, qualifications and experience of the proposed replacement; and
- b) proof that the proposed replacement has the required credentials including security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not relieve the Contractor from its responsibility to meet the requirements of the standing offer.

4. INSPECTION AND ACCEPTANCE OF THE WORK

All the work is subject to inspection and acceptance by the Project Authority. Inspection and acceptance of the work does not relieve the Contractor of its responsibility for defects or other failures to meet the

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requirements of the Contract. The Agency will have the right to reject any work that is not in accordance with the requirements of the contract and require its correction or replacement at the Contractor's expense.

5. SCOPE OF WORK CHANGE

No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification, or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

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ANNEX "B"

BASIS OF PAYMENT

It is mandatory that all blocks of the Basis of Payment be completed by indicating a price or by indicating 'not applicable' for requirements not included in the offer.

The offerors MUST provide unit prices in the unit requested. If the offeror's offer contains pricing in a unit other than the ones requested, their offer will be found non-compliant and no further evaluation will be done.

The offeror is required to submit firm, all inclusive unit rates, as detailed below, GST/HST extra if applicable. All prices are inclusive of all expenses incurred in the performance of the work including copyright fees, long distance calls, any direct costs, any other cost reimbursable items and travel / living expenses.

Travel and living expenses (ONLY APPLICABLE to travel PREAUTHORIZED by the Project Authority for court proceedings in areas outside the selected location (i.e. city or town) of the court reporter): the Contractor will be reimbursed for the **authorized** travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Project Authority. All payments are subject to government audit

B.1.1 FOR THE INITIAL STANDING OFFER PERIOD FROM July 1, 2017 TO June 30, 2020:

Requirement	Description	Unit	Cost per UNIT
Court reporting services including audio recording	On-site court reporting – English and /or French	Per hour	\$-----
	Cancellation fee (if less than 24 hours)	Per cancellation	\$-----
	Overtime (in excess of 7.5 hours daily)	Per hour	
	Travel time (if pre-approved by Project Authority for work outside city or town of the selected court reporter)	Per hour	\$-----
Verbatim Transcription fee	Electronic copy provided within 8 hours of the end of sessions for a day	Per page	\$-----
	Hard copy including cover, backing, binding and standard 8.5 x 11 inch paper	Per page	\$-----
	USB, CD/ DVD	Per USB, CD/DVD	At Cost¹
Courier delivery			At Cost¹

¹Cost is considered a direct expense. The Contractor will be reimbursed its direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without markup, upon submission of an itemized statement supported by receipt vouchers.

B.1.2 FOR THE 1st OPTION PERIOD FROM July 1, 2020 TO June 30, 2021:

Requirement	Description	Unit	Cost per UNIT
Court reporting services including audio recording	On-site court reporting – English and /or French	Per hour	\$-----
	Cancellation fee (if less than 24 hours)	Per cancellation	\$-----
	Overtime (in excess of 7.5 hours daily)	Per hour	
	Travel time (if pre-approved by Project Authority for work outside city or town of the selected court reporter)	Per hour	\$-----
Verbatim Transcription fee	Electronic copy provided within 8 hours of the end of sessions for a day	Per page	\$-----
	Hard copy including cover, backing, binding and standard 8.5 x 11 inch paper	Per page	\$-----
	USB, CD/ DVD	Per USB, CD/DVD	At Cost¹
Courier delivery			At Cost¹

¹Cost is considered a direct expense. The Contractor will be reimbursed its direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without markup, upon submission of an itemized statement supported by receipt vouchers.

B.1.3 FOR THE 2nd OPTION PERIOD FROM July 1, 2021 TO June 31, 2022:

Requirement	Description	Unit	Cost per UNIT
Court reporting services including audio recording	On-site court reporting – English and /or French	Per hour	\$-----
	Cancellation fee (if less than 24 hours)	Per cancellation	\$-----
	Overtime (in excess of 7.5 hours daily)	Per hour	
	Travel time (if pre-approved by Project Authority for work outside city or town of the selected court reporter)	Per hour	\$-----
Verbatim Transcription fee	Electronic copy provided within 8 hours of the end of sessions for a day	Per page	\$-----
	Hard copy including cover, backing, binding and standard 8.5 x 11 inch paper	Per page	\$-----
	USB, CD/ DVD	Per USB, CD/DVD	At Cost¹
Courier delivery			At Cost¹

¹Cost is considered a direct expense. The Contractor will be reimbursed its direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without markup, upon submission of an itemized statement supported by receipt vouchers.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

MAY 12 2017



Government of Canada
Gouvernement du Canada

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K4450-171577/001/09

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UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Operations - Review Panels	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Court Reporting services for Review Panels or Agency Hearing, meetings, events and Sessions		
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 checked="" 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 checked="" 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"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" 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 (SIGINT) <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 ☐ Yes
Non Oui

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

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

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

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" 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: Unscreened personnel may be used for certain sessions as approved by the project authority
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 ☒ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non 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	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
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 ☐ Yes
Non 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 ☐ Yes
Non 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) Maltis, Jerome		Title - Titre Manager Administration	Signature
Telephone No. - N° de téléphone 613-862-4378	Facsimile No. - N° de télécopieur 613-957-0862	E-mail address - Adresse courriel jerome.maltis@ceaa-sces.gc.ca	Date 2017/05/12
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Arnoll, Behrooz		Title - Titre SO	Signature
Telephone No. - N° de téléphone 819-956-9139	Facsimile No. - N° de télécopieur 819-934-7954	E-mail address - Adresse courriel behrooz.arnoll@ec.gc.ca	Date May 12, 2017
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
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) MOSTAFA KAMAL		Title - Titre SUPPLY SPECIALIST	Signature
Telephone No. - N° de téléphone 613-990-5859	Facsimile No. - N° de télécopieur 613-991-5870	E-mail address - Adresse courriel MOSTAFA.KAMAL@PWGSC.GC.CA	Date 30/5/2017
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 15-MAY-2017

Jacques Saumur
Contract Security Officer, Contract Security Division
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Tel/Tél - 613-948-1732 / Fax/Télé - 613-954-4171

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APPENDIX 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);

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APPENDIX 1 to PART 5 OF THE REQUEST FOR STANDING OFFERS

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date