



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Rosanna.Haroutounian@tpsgc-pwgscc.gc.ca

**LETTER OF INTEREST**  
**LETTRE D'INTÉRÊT**

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

<b>Title - Sujet</b> RFIC: Court Reporting Services	
<b>Solicitation No. - N° de l'invitation</b> EN578-180301/A	<b>Date</b> 2018-08-28
<b>Client Reference No. - N° de référence du client</b> EN578-18-0301	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$CY-032-75388
<b>File No. - N° de dossier</b> cy032.EN578-180301	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-09-13</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Haroutounian, Rosanna	<b>Buyer Id - Id de l'acheteur</b> cy032
<b>Telephone No. - N° de téléphone</b> (613) 990-6696 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 6B1 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**REQUEST FOR INDUSTRY COMMENTS  
COURT REPORTING SERVICES**

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**NOTE:**

This is not a bid solicitation. Canada is seeking feedback from Industry with respect to Canada’s future requirement for court reporting services.

**REQUEST FOR INDUSTRY COMMENTS (RFIC)**  
**COURT REPORTING SERVICES**

**1. Nature of Request for Information**

Public Services and Procurement Canada is requesting Industry feedback regarding Canada's intention to establish Departmental Individual Standing Offers for court reporting services. This is a Request for Industry Comments (RFIC) and not a bid solicitation. No contract will be issued as a result of this RFIC. This RFIC includes the draft of a proposed Request for Standing Offer (RFSO) for which Industry's comments are requested. The written comments received by Canada will not be shared or referred to in any final solicitation document and any comments provided as a result of this RFIC should not contain any restrictions of use. Canada acknowledges that any information collected will be utilized by Canada in an anonymous fashion.

Although the information collected may be provided as commercial-in-confidence (and, if identified as such, will be treated accordingly by Canada), Canada may use the information to assist in drafting technical specifications (which are subject to change).

Respondents are encouraged to identify, in the information they share with Canada, any information that they feel is proprietary, third party or personal information. Please note that Canada may be obligated by law (e.g. in response to a request under the Access of Information and Privacy Act) to disclose proprietary or commercially-sensitive information concerning a respondent (for more information: <http://laws-lois.justice.gc.ca/eng/acts/a-1/>).

Participation in this RFIC is encouraged, but is not mandatory. There will be no short-listing of potential suppliers for the purposes of undertaking any future work as a result of this RFIC. Similarly, participation in this RFIC is not a condition or prerequisite for the participation in any potential subsequent solicitation.

**2. Purpose of this RFIC**

This RFIC is issued for the purpose of determining the interest and capability of suppliers to provide services described in this RFIC.

This RFIC is neither a call for tender nor a Bid Solicitation. No agreement or contract will be entered into based on this RFIC. The issuance of this RFIC is not to be considered in any way a commitment by the Government of Canada, nor as authority to potential respondents to undertake any work that could be charged to Canada. This RFIC is not to be considered as a commitment to issue a subsequent solicitation or award contract(s) for the work described herein.

**3. Background**

Public Services and Procurement Canada is seeking to establish Departmental Individual Standing Offers for Court Reporting Services on an as-and-when-requested basis for use by Departments and Agencies listed in schedules I through III of the Financial Administration Act, in various locations across Canada excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs).

The scope of service is for the accurate recording and provision of complete court reporting services, either by means of stenographic methods or digital court reporting. It is anticipated that services will be required in various venues and locations across Canada including those held in-person, or by videoconference or teleconference. Additionally, proceedings may be conducted in either open or closed sessions and in accordance with procedures developed by the Department or Agency calling up the service. Proceedings may occur in English, French, or bilingually in English and French.

#### **4. Nature and Format of Responses Requested**

For ease of use and in order that the greatest value be gained from responses, Canada requests respondents to follow the structure outlined in Annex A – Questions for Industry. There is no page limit on the information to be provided. Electronic responses should be submitted in either Microsoft Word or Adobe PDF.

#### **5. Closing Date**

Responses to this RFIC should be submitted by email on or before:

**14:00 EDT September 13, 2018**

#### **6. Enquiries and Submission of Responses**

This is not a bid solicitation. Accordingly, Canada will respond to enquiries at its sole discretion. Changes to this RFIC may occur and will be advertised on the Government Electronic Tendering System (GETS). Canada asks respondents to visit BuyandSell at <https://buyandsell.gc.ca/> regularly to check for changes, if any. Canada will not reimburse any respondent for expenses incurred in responding to this RFIC. Documents may be submitted in either official language of Canada.

All enquiries and written responses to this RFIC should be submitted to:

Rosanna Haroutounian  
Public Works and Government Services Canada  
Acquisitions Branch  
Communication Procurement Directorate

Telephone: 613-990-6696  
E-mail: [Rosanna.Haroutounian@tpsgc-pwgsc.gc.ca](mailto:Rosanna.Haroutounian@tpsgc-pwgsc.gc.ca)

## **ANNEX A – QUESTIONS FOR INDUSTRY**

1. Do you have any comments and/or concerns with any aspect of the draft Request for Standing Offer? If yes, please elaborate.
2. Are there recommendations you could make to improve the draft Request for Standing Offer? If yes, please elaborate.
3. Is the Statement of Work contained in Annex A of the attached draft Request for Standing Offer clear and reasonable? Is there anything included that is not relevant or is there anything missing that should be included?
4. Would you/your organization be able to provide the services outlined in the Statement of Work? If no, please explain why not.
5. Would any of the evaluation criteria contained in Part 4 of the draft Request for Standing Offer prevent you from submitting an offer? If yes, please elaborate.
6. Do you have any comments or concerns with respect to the Financial Evaluation contained in Section 4.1.2.1, whereby Canada will calculate the total aggregate price for each province and for each language within each province, (English or French or Bilingual) in which the Offeror has offered to provide services?
7. Do you have any comments or concerns regarding the Basis of Payment contained in Annex B of the Request for Standing Offer? Are there any elements missing? If yes, please explain.
8. Are you/your firm able to meet the security requirements outlined in Section 7.2 of the draft Request for Standing Offer? If not, please elaborate.
9. Would you/your organization be interested in bidding on any solicitation that may be issued related to the draft Request for Standing Offer? If not, please explain why.

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## PART 1 – GENERAL INFORMATION

### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications 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:

- Annex A: Statement of Work
- Annex B: Basis of Payment,
- Annex C: Electronic Payment Instruments
- Annex D: Non-Disclosure Agreement
- Annex E: Standing Offers Reporting

### 1.2 Summary

- 1.2.1 The purpose of this Request for Standing Offer is to establish a Department Individual Standing Offer for Court Reporting Services on an “as-and-when-requested” basis to Identified Users across Canada.
- 1.2.2 Offerors have the option to provide services in only one or more or all of the provinces of Canada. For each province, offerors have the option of providing Court Reporting and Transcription Services in English or French or in both languages. As part of their technical offer, at section 4.1.2 Technical Evaluation, Offerors must specify in which province(s) and in which languages (English, French, or bilingual) they are offering to provide court reporting services.

- 1.2.3 The Request for Standing Offers (RFSO) is to establish Departmental Individual Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.
- 1.2.4 The period of the Standing Offer is from date of issuance, to December 31, 2019, with four (4) additional one-year option periods.
- 1.2.5 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.6 The requirement is solely limited to Canadian goods and/or services.
- 1.2.7 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 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 Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The security requirement for each call-up will be determined by the Project Authority and will depend on the nature of Work. Security requirements for individual call-ups will range from no security required to up to SECRET and may include personnel, facility and / or IT security.

### 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

Term	Definition
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.

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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.
Department Individual Standing offer (DISO)	A Departmental Individual Standing Offer is used by PWGSC as a method of supply to: <ul style="list-style-type: none"><li>• Analyze customer demand, determine quantities and quality, standardize products used by government, manage complex requirements and satisfy requirements for data collection for reports to Treasury Board and the Auditor General's Office.</li><li>• For call-ups of \$25,000 and over (excluding taxes), ONLY PWGSC Communications Procurement Directorate (CPD) may issue call-ups, upon receipt of a funded requisition from a customer department</li><li>• For call-ups of under \$25,000, client departments will issue the call-up.</li></ul>

### 1.6 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

## PART 2 – OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2018-05-22) Standard Instructions – Request for Standing Offers – Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 120 days

#### 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 or by epost Connect.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 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 Defense 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 seven 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.

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## PART 3 – OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer – one hard copy and one soft copy on USB key

Section II: Financial Offer – one hard copy and one soft copy on USB key

Section III: Certifications – one hard copy and one soft copy on USB key

Section IV: Additional Information – one hard copy and one soft copy on USB key.

Offerors are permitted to put all four Sections of their offer on a USB key.

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.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Section I: Technical Offer**

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

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

**3.1.1 Electronic Payment of Invoices – Offer**

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

If Annex C 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.

**Section III: Certifications**

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

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## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) Canada will use the Phased Bid Compliance Process described below.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

- (a) Canada is conducting the Phased Bid Compliance Process (PBCP) described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by an Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the RFSO closing in circumstances where the RFSO expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after RFSO closing in circumstances where the RFSO expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Financial Offer

- (a) After the closing date and time of this RFSO, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the RFSO. Canada's review in Phase I will be limited to identifying whether any information that is required under the RFSO to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the RFSO to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.

- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offer in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### 4.1.1.3 Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Offer, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in

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full, **only** that part of the original Offer as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Offer, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Offer**

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the RFSO including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

As part of their Technical Offer, Offerors must indicate with an 'X' in the table below the provinces and languages in which they are offering to provide court reporting services.

By placing an 'X' beside any of the provinces below, the Offeror confirms that it will provide court reporting services, as described in Annex A Statement of Work, in all of the major urban centres for that Province as specified in the table:

Solicitation No. - N° de l'invitation  
 XXXXX-XXXXXX/X  
 Client Ref. No. - N° de réf. du client  
 XXXXX-XXXXXX

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
 XXXXX  
 CCC No./N° CCC - FMS No./N° VME

Province	Offeror is submitting an Offer for this Province (indicate with an X)	For each Province in which the Offeror is offering to provide court reporting services, the Offeror must indicate in which official language(s) they can provide services:		
		English	French	Bilingual
<b>Newfoundland and Labrador:</b> St. John's				
<b>Nova Scotia:</b> Halifax				
<b>Prince Edward Island:</b> Charlottetown				
<b>New Brunswick:</b> Fredericton				
<b>Québec:</b> Québec City <u>and</u> Greater Montréal				
<b>Ontario:</b> Greater Toronto Area				
<b>National Capital Region:</b> Gatineau, QC and Ottawa, ON				
<b>Manitoba:</b> Winnipeg				
<b>Saskatchewan:</b> Regina <u>and</u> Saskatoon				
<b>Alberta:</b> Edmonton <u>and</u> Calgary				
<b>British Colombia:</b> Victoria <u>and</u> Vancouver				

#### 4.1.2.1 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to **ALL** mandatory technical criteria.

The Mandatory Criteria listed below will be evaluated on a simple Pass/Fail (i.e. responsive/non-responsive or compliant/non-compliant) basis.

Where a mandatory criteria requests a bidder to '**demonstrate**' to be responsive, the technical bid must substantiate or show how the Offeror meets the criteria identified in the mandatory requirement. The substantiation must not simply be a repetition of the requirement(s), but must explain/show in sufficient detail to demonstrate how the Offeror will meet the requirements. Simply stating that the Offeror complies with the requirement is not sufficient. The Offer will fail to meet an Eligible Mandatory Criterion where Canada determines that the substantiation is insufficient in explaining/showing how the Bidder demonstrates a mandatory requirement(s).

No.	Mandatory Requirement	Demonstrated Compliance
<b>M1</b>	For each of the Provinces for which the Offeror is submitting an offer, they must confirm that at the time of the RFSO closing they have at least two court reporters who reside within that Province and can provide court reporting in the language(s) the Offeror indicated in M2.	
<b>M2</b>	<p>The Offeror must demonstrate that they have a minimum of three years' experience within the last 10 years providing court reporting services to at least three unique clients. The services provided must have been rendered in Canada and must have included the use of formally recognized court reporting techniques including stenotype machines, digital recording, Computer-Aided Transcription (CAT) software, etc.</p> <p>To demonstrate compliance with this criterion, the Offeror must provide the following information for each client:</p> <ul style="list-style-type: none"> <li>• Name of the client for whom the services were rendered;</li> <li>• Address, including province, of where the services were rendered;</li> <li>• Start and end date of the work or project; and</li> <li>• A description of the court reporting techniques used.</li> </ul>	
<b>M3</b>	<p>The Offeror must confirm that they are available to respond to requests within the timeframes as defined in article 13 of the SOW, which includes:</p> <p style="padding-left: 40px;">a) Core hours from 7:00 a.m. to 6:00 p.m. local time, Monday through Friday</p> <p style="text-align: center;"><b>AND</b></p> <p style="padding-left: 40px;">b) Non-core hours, including afterhours, weekends and holidays</p> <p>To demonstrate compliance with this criterion, the Offeror must provide, at a minimum, the following information:</p>	

No.	Mandatory Requirement	Demonstrated Compliance
	<ul style="list-style-type: none"> <li>• Name(s) of the designated representative(s)* who will serve as the main point of contact for each province where the Offeror is offering court reporting services during both core-hours and non-core hours;</li> <li>• Telephone number(s) at which the designated representative(s) can be contacted during both core and non-core hours; and</li> <li>• Email address(es) at which the designated representative can be contacted during both core and non-core hours</li> </ul> <p>* The Offeror may name and provide contact information for the same representative for more than one province.</p>	

#### 4.1.2.2 Point Rated Technical Criteria

Offers will be evaluated against the following point rated technical criteria, using the evaluation factors and weighting indicators specified for each criterion.

Offers not meeting the identified minimum point requirements will be deemed non-responsive.

Item	Rated Criterion	Points Allocation	Maximum Points	Weighting	TOTAL Points
R1	<p><b>Techniques, Technologies and Equipment</b></p> <p>The Offeror should demonstrate that for each proceeding, they use recognized court reporting techniques, technologies and equipment to conduct the work.</p> <p>To demonstrate compliance with rated criteria R1, the Offeror should provide a complete and clear description for each of the following points:</p> <p>a) A description of the court reporting equipment used, such as stenographic machinery, digital recording equipment, etc.</p> <p>b) A description of how exhibits from a</p>	<p>For each rated requirement listed, the Offeror will be awarded points as follows:</p> <p>2 points: The description provided is clear, complete and relevant and demonstrates an understanding of the requirement</p> <p>1 point: The description is only partially clear, complete and relevant or does not fully demonstrate an understanding of the requirement</p> <p>0 points: A description is not provided or the description provided is unclear, incomplete and/or irrelevant. Does not demonstrate an understanding of the</p>	10 points	2	20 points (minimum pass mark is 14)

Item	Rated Criterion	Points Allocation	Maximum Points	Weighting	TOTAL Points
	<p>proceeding are marked and documented</p> <p>c) A description of how non-verbal responses from individuals in a proceeding are handled</p> <p>d) A description of the process to digitally record the audio of a proceeding</p> <p>e) A description of the process for Researching a proceeding and/or subject matter ahead of time</p>	requirement			
<b>R2</b>	<p>The Offeror should describe the process they undertake to finalize court transcripts they produce.</p> <p>To demonstrate compliance with this criterion, the Offeror should provide a clear, complete and relevant description for each of the following points:</p> <p>a) Validation of grammar and spelling</p> <p>b) Conducting research for technical terms and names</p> <p>c) Validation of spelling and confirmation of dates</p> <p>d) Comparing the final document to the draft to confirm that all corrections are final</p> <p>e) Conducting a final read-through</p> <p>f) Use of computer-aided transcription (CAT) software</p>	<p>For each item listed, the Offeror will be awarded points as follows:</p> <p>2 points: The description provided is clear, complete and relevant and demonstrates an understanding of the requirement</p> <p>1 point: The description is only partially clear, complete and relevant or does not fully demonstrate an understanding of the requirement</p> <p>0 points: A description is not provided or the description provided is unclear, incomplete and/or irrelevant. Does not demonstrate an understanding of the requirement</p>	12 points	1	12 points (minimum pass mark is 8)

<b>R3</b>	<p>The Offeror should describe the process they use to receive, respond to and process call-ups or work requests from clients both during core-hours and non-core hours, including afterhours, weekends and holidays.</p> <p>To demonstrate compliance with this criterion, the Offeror should provide a clear, complete and relevant description for each of the following points:</p> <ul style="list-style-type: none"> <li>a) Dedicated staff available to receive requests during both core and non-core hours</li> <li>b) The use of schedulers for the assignment of work</li> <li>c) Maintaining on-call court reporters</li> </ul>	<p>For each bullet point, the Offeror will be awarded points as follows:</p> <p>2 points: The description provided is clear, complete and relevant and demonstrates an understanding of the requirement</p> <p>1 point: The description is only partially clear, complete and relevant or does not fully demonstrate an understanding of the requirement</p> <p>0 points: A description is not provided or the description provided is unclear, incomplete and/or irrelevant. Does not demonstrate an understanding of the requirement</p>	6 points	1	6 points (minimum pass mark is 4)
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\* Clearly is defined as easy to perceive, understand, and/or interpret

\*\* Complete is defined as having all the necessary and/or appropriate parts and/or elements

\*\*\* Relevant is defined as connected, related or appropriate to what is being considered

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Determination of Total Aggregate Price (TAP)

The estimated quantities outlined in Annex B, Basis of Payment, will be used by the Standing Offer Authority to calculate the total aggregate price for each province and for each language within each province, (English or French or Bilingual) in which the Offeror has offered to provide services.

**NOTE:** The estimated quantities used in Annex B, Basis of Payment, are for evaluation purposes only and are randomly generated. These estimated quantities are not based on any historical data, and are **NOT** representative or indicative of any guarantee of any quantity that may be required in the future.

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection - Lowest Price Per Point**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum score on each of the technical evaluation criteria which are subject to point rating.
2. Offers not meeting (a) or (b) will be declared non-responsive. All responsive offers will be recommended for issuance of a standing offer.

### **4.2.2 Ranking Methodology**

1. All offers meeting (a), (b), and (c) in section 4.2.1 will be ranked on the basis of Price per Point for the Province(s) and language(s) in which they are offering to provide court reporting services (English or French or Bilingual). Each responsive Offeror's Price per Point will be determined by dividing their Total Aggregate Price for each province and language within each province, in which they are offering services by the total points they achieved in the technical evaluation of their offer.
2. After calculating each responsive Offeror's price per point, all responsive Offerors will be ranked for each Province and for each language, resulting in a ranking of English SO holders, a ranking of French SO holders, and a ranking of Bilingual SO holders in each province. English and French only Offers will not be ranked against bilingual offers. The Offeror with the lowest Price per Point will be ranked first and all other Offerors will be ranked from lowest to highest. Neither the responsive Offeror that receives the highest number of points for the technical evaluation nor the one that proposed the lowest Total Aggregate Price will necessarily be ranked first. The responsive offer with the lowest evaluated price per point will be ranked first.

## 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 Standing Offer 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 Standing Offer Authority and submit the completed certification will render the offer non-responsive

The Offeror certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

##### 5.1.2.1.1 SACC Manual clause

SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

Solicitation No. - N° de l'invitation  
XXXXXX-XXXXXX/X  
Client Ref. No. - N° de réf. du client  
XXXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

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

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Education and Experience

SACC Manual clause [M3021T](#) (2012-07-16)

Solicitation No. - N° de l'invitation  
XXXXX-XXXXXX/X  
Client Ref. No. - N° de réf. du client  
XXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

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## **PART 6 – SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

The requirements to be procured under this SO are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual call-up. Each call-up will identify the SRCL that will apply to any resulting call-up.

The SO Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the SO.

For additional information on security requirements, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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## PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

- a. The services to be procured under this Standing Offer are subject to the security requirements specified in each individual Call-up. The Project Authority for each call-up will determine the security requirements, which will be approved by the CISD. A call-up may indicate that there is no security requirement, or it may include a Security Requirement Check List (SRCL). Call-ups with security requirements may include personnel, facility and / or IT security clearance requirements, up to the Secret level.
- b. For each call-up requirement, only Standing Offer holders with the appropriate level of security will be considered for the call-up. For each call-up with a security requirement, prior to call-up issuance, CISD will verify that the Offeror and the personnel hold the valid security clearance(s) at the required level.
- c. In the case of a joint venture, for any given call-up the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the joint venture. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS). The highest corporate security level for which the joint venture would be considered under this Standing Offer would be DOS. Until such time as the member holding a valid DOS clearance has requested sponsorship via the Standing Offer Authority and obtained a valid FSC at the Secret level as issued by CISD.

#### 7.2.1 Offeror's Sites or Premises Requiring Safeguarding

7.2.1.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

7.2.1.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

#### 7.3 Standard Clauses and Conditions

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

### 7.3.1 General Conditions

2005 (2017-06-21) General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

### 7.3.2 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 E. 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.

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance, to December 31, 2019.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Caitlin Stone  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Communications Procurement Directorate  
360 Albert Street, 12th Floor  
Ottawa, Ontario K1A 0S5

Email: [caitlin.stone@pwgsc-tpsgc.gc.ca](mailto:caitlin.stone@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, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

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

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

### 7.5.3 Offeror's Representative

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

## 7.6 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.

## 7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

## 7.8 Call-up Procedures

### 7.8.1 Call-ups under \$25,000 (including GST or HST)

The client department will issue the call-up. The Project Authority will select an Offeror from the list of Standing offer holders.

### 7.8.2 Call-ups between \$25,000 and \$400,000 (including GST or HST)

Call-ups will be issued by CPD using the selection methodology specified below:

#### 7.8.2.1 Selection Methodology – Right of First Refusal

When a requirement is identified, CPD will contact the highest-ranked Offeror meeting the security requirements for the Work, based on the province where the work is to be performed and the language required. If that Offeror is available and is able to meet the delivery deadlines associated with the work, a call-up will be made against its standing offer.

If, however, the highest ranked Offeror is unable to meet the requirement, CPD will contact the next ranked Offeror in the region where the work is required and who also meets the language and security requirements. CPD will continue to proceed in this manner until an Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.

If the selected Standing Offer holder exceeds the maximum call-up limit of \$400,000.00, CPD 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 Standing Offer list.

In the event that there is a requirement for court reporting services in more than one province in Canada, CPD may issue the call-up(s) to the Offeror(s) who are qualified to provide the services in those provinces following the process described above.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

Call-ups must be made using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, by Identified Users' authorized representatives under the Standing Offer and must be at the prices and in accordance with the terms and conditions specified in the Standing Offer.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21) General Conditions – Standing Offers – Goods or Services
- d) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.12 Certifications and Additional Information

### 7.12.1 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.

### 7.12.2 SACC Manual Clauses

M3060C Canadian Content Certification	2008-05-12
M3800C Estimates	2006-08-15

## 7.13 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services apply to and form part of the Contract.

#### 7.2.3 SACC Manual Clauses

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

### 7.3 Security Requirement

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

### 7.4 Term of Contract

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

### 7.5 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

### 7.6 Payment

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

#### 7.6.1 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.

#### **7.6.2 Monthly Payment**

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

#### **7.6.3 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)

#### **7.7 Invoicing Instructions**

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.

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.

#### **7.8 Insurance or Insurance Requirements**

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

#### **7.9 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.

## 7.10 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.
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

Solicitation No. - N° de l'invitation  
XXXXX-XXXXXX/X  
Client Ref. No. - N° de réf. du client  
XXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

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or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

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## ANNEX A – STATEMENT OF WORK

### 1. TITLE

Court Reporting Services

### 2. OBJECTIVE

The purpose of this Standing Offer is to obtain court reporting services on an “as-and-when-requested” basis across Canada. For each proceeding, a transcript may be produced that will serve as the official record of the proceeding. The transcripts produced must be accurate and provided in timely fashion by the Offeror.

### 3. SCOPE OF SERVICES

Offerors must provide on an as-and-when-requested basis complete court reporting services in various venues and locations across Canada. This may include proceedings held in-person, or by videoconference or teleconference, depending on logistics and the facilities available. Additionally, proceedings may be conducted in either open or closed sessions and in accordance with procedures developed by the court or tribunal and as per the specifications as defined by Client Department. Proceedings may occur in English, French, or bilingually in English and French.

The specific nature of the work will be identified in each individual Call-Up and/or Work Request issued under a Call-up but will be related to various proceedings such as, but not limited to, proceedings before a Court, Tribunal, Inquiry or any other adjudicated setting. This includes all activities related to a proceeding such examinations for discovery, depositions, in-camera sessions, pre-hearing conferences, preliminary hearings, trials, motions, teleconferences or video-conferences, public hearings, inquiries, case management conferences, etc.

### 4. REGIONS OF DELIVERY

Court reporting services may be required in various venues and locations across Canada but will exclude locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). As such, offerors will be organized by Province.

### 5. REQUIREMENTS

The Offeror must perform the following work as applicable:

- 5.1 For each Call-Up or Work Request issued under a Call-up, the Offeror must only supply court reporters who have a minimum of three years of experience working as a court reporter or who have completed the court reporter certification program in the province in which the proceeding is occurring.
- 5.2 For each Call-Up or Work Request issued under a Call-up, the offeror must follow the specifications and formats requested by the client department.
- 5.3 For any proceeding occurring by teleconference or videoconference, a Court Reporter must dial into the call and remain on the call for its duration. The recording only of the proceedings without the presence of a Court Reporter will not be acceptable. Transcription of client provided recordings are not permitted under this standing offer.
- 5.4 The Offeror is responsible for ensuring that all equipment required to undertake the work is available. The Offeror must confirm with the Project Authority what equipment, if any, will be

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made available. As required, the Offeror is required to supply any equipment required to undertake the work. This may include, but is not limited to: stenographic machinery; digital recording equipment; recording software; computer-aided transcription (CAT) software; all components of any voice writing equipment or software; any equipment required to provide "play-back" services; chess clock equipment or software; word processing software; computers; etc.

- 5.5 The Offeror must endeavour to provide the same Court Reporter(s) for the duration of a proceeding. In the event that the same court reporter is unavailable, the Offeror must notify the Client Department of the replacement resource as soon as practically possible.
- 5.6 The Offeror's Court Reporter(s) must dress in a manner that portrays a professional image, such as business attire or business-casual wear, suitable for the nature of the proceeding.
- 5.7 The Offeror must familiarize itself with the proceeding or event before it begins.
- 5.8 Where an Offeror provides court reporting services by way of stenographic machinery or voice-writing equipment, the Offeror must ensure that its Court Reporters can operate at a minimum rate of 220 words per minute.
- 5.9 Where an Offeror provides court reporting services by way of digital court reporting, the Offeror must record the proceeding and the Court Reporter must take notes and create a log to identify speakers and keywords, and to provide a general outline of the proceeding.
- 5.10 Where an Offeror is required to provide electronic or digital court reporting techniques only and not stenographic techniques, the Offeror may be required to set-up and position microphones, video recording equipment, or any other electronic or digital recording equipment and as specified in the Call-Up and/or Work Request.
- 5.11 As specified in the Specifications Sheet issued under the Call-Up or Work Request issued under a Call-up, the Offeror may be only required to provide a Court Reporter without a transcription order.
- 5.12 The Offeror may be required to provide CART Captioning as part of the proceeding and this will be specified in the Specifications Sheet issued under the Call-Up or Work Request issued under a Call-up.
- 5.13 Depending on the nature of the proceeding, and as specified in the Call-up or Work Request, the Court Reporter may be required to mark exhibits.
- 5.14 the Offeror must begin set-up of any required equipment at least one half hour (30 minutes) prior to the commencement of a proceeding. If a set-up time greater than one half hour (30 minutes) is required, the Offeror will be notified by the Client Department in the Call-Up or Work Request issued under a Call-up and as specified in the Specifications Sheet. During the set-up time, the Offeror must ensure that its equipment is properly installed and functioning and that they are available to commence at the designated start time.
- 5.15 All transcripts must be accurate, word-for-word and produced in the language of origin. The transcript must also include notes, cites, annotations, case numbers, charges, case law, exhibit information, or any other relevant or applicable supplemental information.
- 5.16 For each transcript, the Offeror must confirm the accurate spelling of names and places, and validate that dates and times are correct. Each speaker must be identified by name called SPEAKER and each recess, adjournment, or other break must be clearly noted as BREAK.

- 5.17 Where a chess clock is in use, the Offeror must prepare the daily chess clock report that provides the cumulative time spent by party presenting their case. For any objections, the Offeror's court Reporter will charge the appropriate time to the party that lost the objection. Each chess clock report must be certified and signed by the attending court reporter.
- 5.18 During a proceeding, the Offeror's Court Reporter must interrupt if an individual's speech is inaudible or otherwise unclear for any other reason.
- 5.19 If, during a proceeding, an individual provides a non-verbal response such as pointing, gesturing or indicating at an exhibit, document, drawing, person, etc., the Offeror must include within the final transcript a parenthetical "indicating," unless such pointing, gesturing or indicating is audibly described for the record or is designated in some other fashion.
- 5.20 For each proceeding, the Offeror must prepare the transcript of the proceeding in the format stipulated in the Specifications Sheet that will form part of the call-up. The transcript must be certified and signed by the attending court reporter.
- 5.21 For all transcripts to be produced in a hard copy format, the Offeror must use standard, white, letter-sized paper that is 8½" x 11" (216 mm x 279 mm). The Client Department may request other types of paper and will specify the requirement in the Call-up or Work Request, the cost of which will be charged to the Client Department without mark-up.
- 5.22 For each transcript, the Offeror must only use Canadian spellings when transcribing a person's testimony, e.g., colour and not color; familiarize and not familiarise; skeptic and not sceptic, etc. However, the Offeror must keep the same spelling, whether Canadian or not, from any source document such as a charge, case law, exhibit, name, etc.
- 5.23 The electronic file of the transcript and the chess clock daily reports (if a requirement as defined in the Call-Up or Work Request) must be available in the software version required by the Client Department in the call-up and must be in an unlocked and readable format. The expected electronic file formats include Microsoft Word and Adobe Acrobat portable document format (.pdf) although other software may be required.
- 5.24 If required, the Offeror must provide the Client Department with a complete copy of the audio recording of the proceeding, in the format requested by the Project Authority (i.e..wav, .mp3 or .wma format).
- 5.25 The Offeror must deliver to the Client Department the transcript and/or the chess clock daily report(s) by email, fax, hard copy, FTP, USB, CD, DVD, by hand or by courier; with the labelling as per the Specifications Sheet issued under the Call-Up or Work Request issued under a Call-up.
- 5.26 The Offeror must keep all audio-recordings for a period of not less than five years. Upon request from the Client Department, the Offeror must provide a copy of the audio recording at no charge or, if an additional copy of transcript is requested, the Offeror must provide it to the Client Department at the second copy rate for transcripts as specified in the Basis of Payment in Annex B.

## 6. Optional Services

Services related to court reporting but not itemized in Section 5 (above) may be provided by the Offeror at cost with-out mark-up on an as-and-when-requested basis. The services may include but will not be limited to:

- Conference or meeting room space
- Teleconferencing or videoconferencing services
- Secured internet connection to digitally transmit a recording to an off-site location for transcription
- Printing of transcripts on non-standard paper or the use of special stock for covers, etc.
- Non-standard binding of transcripts
- Travel to other locations

## 7. CANCELLATIONS

A cancellation by a Client Department may be made up to 24-hours prior to the commencement of a proceeding, including weekends and holidays, without any cost to the Client Department.

A cancellation made where there are less than twenty-four (24) hours prior to the commencement of a proceeding, including weekends and holidays, will result in the Offeror being paid in accordance with the cancellations charges outlined in Annex B, Basis of Payment.

## 8. DELIVERY PERIODS

The Offeror must deliver the transcript, the chess clock daily reports, and/or the digital audio recording with annotations or notes within the following timeframes. The Call-Up or Work Request will specify whether only an electronic copy or if hard copies are required

- 8.1 Daily copy; proceeding must conclude and the recording file available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m. the day following the proceeding.
- 8.2 Expedited delivery: to be delivered within two to four days after the conclusion of the proceeding.
- 8.3 Rapid delivery: to be delivered within five to nine days after the conclusion of the proceeding.
- 8.4 Normal delivery: be delivered within 10 to 13 days after the conclusion of the proceeding
- 8.5 Discounted delivery: be delivered within 14 days or later after the conclusion of the proceeding

In the event an Offeror is not able to meet the requested delivery timeframe, the Project Authority must be advised within four (4) hours of receipt of the request. If the Offeror is unable to meet the requested delivery timeframe, the department retains the right to cancel the requirement and obtain services from an alternate Offeror that is able to meet the required terms.

## 9. LANGUAGE REQUIREMENTS

The Offeror may be required to provide services in either English, French, or bilingually in English and French. The exact nature of the language requirement will be detailed each time a work request is issued under a call-up.

## 10. WORK LOCATION AND TRAVEL

The exact location of the proceeding will be specified in the Call-up and/or Work Request.

Offerors are organized by Province. To be qualified to provide services within a Province, the Offeror must be able to provide services in each of the major urban centres listed for that Province. Travel and living expenses will not be reimbursed within each of the following major centres. Should services be required within a Province but outside the major urban area, then travel and living expenses will only be

paid from the urban centre closest to the location of the proceeding, regardless of where in the Province the Offeror and/or its resources are located.

Province	Major urban centre
Newfoundland and Labrador	St. John's
Nova Scotia	Halifax
Prince Edward Island	Charlottetown
New Brunswick	Fredericton
Québec	Québec City Greater Montréal
Ontario	Greater Toronto Area
National Capital Region	Gatineau, QC Ottawa, ON
Manitoba	Winnipeg
Saskatchewan	Saskatoon Regina
Albert	Edmonton Calgary
British Columbia	Vancouver Victoria

Travel and living costs will be reimbursed at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travelers", rather than those referring to "employees."

## 11. QUALITY CONTROL

Upon acceptance of a call-up or work request, the Offeror must ensure that all reports and audio recordings conform to all specifications requested by the Project Authority including those in the Statement of Work and in the Specifications Sheet. All deliverables must meet all the terms and conditions stipulated in the Standing Offer.

If the Offeror cannot meet any one or more aspects of the requirement including the requested delivery timeline and/or specifications indicated by the Project Authority, the Offeror must notify both the Project Authority and the Contracting Authority in writing, within two hours of receiving the work request, stating the reason(s). The Offeror must not begin the work if it is unable to meet all aspects of the work. More than three instances of the Offeror not accepting a call-up and/or work order within any twelve month period may result in the termination of the call-up and/or the standing offer.

All deliverables produced by the Offeror are subject to inspection by the Client Technical Authority, including his or her designated representative; the Contracting Authority; and/or, the Standing Offer Authority. All deliverables must have a minimum 95% accuracy rate for punctuation and spelling. If a 95% rate is not achieved in any deliverable, the Offeror must correct these errors at no additional cost.

All deliverables must be formatted in accordance with the requirements as defined in the Specifications Sheet. Any deliverable that is not formatted in the requested format will be returned to the Offeror to correct at no additional cost.

Canada reserves the right to conduct random audits of any work produced by the Offeror. Where there are three or more instances of an accuracy rate less than 95% under a call-up or its associated work order or, where there are three or more instances of deliverables produced under a call-up or its associated work order not formatted in the requested format, Canada reserves the right to terminate the call-up or the Standing Offer.

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
XXXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

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## 12. CLIENT SUPPORT

The Offeror must be available to respond to requests during the core hours from 7:00 a.m. to 6:00 p.m. local time, Monday through Friday. On occasion, and in the case of extreme urgency, the Offeror may be required to respond to requests outside of core hours, including weekends and holidays and as such, must have a back-up service to respond to requests.

## 13. SECURITY AND CONFIDENTIALITY

Individual call-ups may or may not have a security requirement. For call-ups with a security requirement, only suppliers with the appropriate level of security clearance will be considered.

Individual call-ups may be subject to non-disclosure agreement and if required, the supplier must sign a confidentiality agreement. The Non-Disclosure Agreement outlined in Annex D may be used by Client Departments; alternatively, they may use their own.

As per the Privy Council Office Policy on the Security of Cabinet Confidences (<http://publiservice.pco-bcp.gc.ca/index.asp?lang=eng&page=sec&doc=pol-eng.htm>), call-ups must not be issued where the Offeror would be required to handle, record or have access to cabinet confidences.

## 14. COPYRIGHT OF TRANSCRIPTS

The copyright of all audio recordings and transcripts remains with Canada. Canada retains the unconditional right to distribute and make available either directly or publically to any person or organization any transcription(s), report(s) and/or audio tape(s) of any proceeding.

While copyright in the material remains the property of Canada, the Offeror may make a request in writing for a non-transferable license to sell or otherwise distribute the audio tapes and/or transcripts. Canada will consider all requests while taking into account confidentiality and security requirements.

The Offeror must not provide to any person, either in whole or in part, any transcript, report or recording, either in hard copy or electronic media, that is Protected, Classified or otherwise confidential, other than a party to the proceeding unless authorized in writing by the Client Department.

## 15. ENVIRONMENTAL CONSIDERATIONS

The Offeror should use paper that contains fibre that is certified as originating from a sustainably-managed forest (Canadian Standards Association [CSA], Forest Stewardship Council [FSC] or Sustainable Forestry Initiative [SFI], or Ecologo certification) and contains at least 30% recycled content.

**16. DEFINED TERMS**

<b>Term</b>	<b>Definition</b>
<b>Court Reporter</b>	A court reporter is a person who attends a proceeding in a Court, Tribunal, Inquiry or other adjudicated setting and produces a complete and accurate word-for-word transcription the proceedings of into a written form, i.e., an official transcript, by using proven court reporting techniques such as stenotype, stenomask, shorthand, digital recording, real-time captioning, or CART.
<b>Court Reporting</b>	Court reporting is the process by which the proceeding of a Court, Tribunal, Inquiry or other adjudicated setting is recorded and transcribed by a Court Reporter using proven court reporting techniques such as stenotype, stenomask, shorthand, digital recording, real-time captioning, or CART.
<b>Proceeding</b>	A proceeding is the conduct of any business before a Court, Tribunal, Inquiry or other adjudicated setting. A proceeding includes any of the steps in a process such as examinations for discovery, depositions, in-camera sessions, pre-hearings, conferences, preliminary hearings, trials, motions, teleconferences or video-conferences, public hearings, inquiries, case management conferences, etc.
<b>Transcript</b>	A Transcript is the official word-for-word written version of a proceeding. The court reporter who produces the Transcript may be required to certify and sign it as a true, original copy.
<b>Chess clock</b>	A chess clock is the method by which the time allotted and spent in a proceeding is managed. It records the length of a hearing based on an agreed upon maximum amount of time allocated to each party to present their case. It requires the court reporter to report the daily and cumulative usage of time spent by each party. For any objections, the court reporter charges the appropriate time to the party that lost the objection.
<b>CART Captioning</b>	CART Captioning: Communication Access Real-time Translation  CART is a speech-to-text service whereby a Court Reporter makes the spoken word of a proceeding immediately available in the written form, i.e., text, on a computer monitor or other display by using stenographic machinery, a computer or real-time software. CART reporting allows the deaf or hard of hearing, or other individuals with who require communication access in the written form full participation in a proceeding in near real-time rather than relying on note taking or transcription provided after the fact. CART is similar to closed captioning seen on TV.
<b>Work Request</b>	A Work Request is a request made under a call-up from a Client Department to an Offeror to request they perform a specific task. The Work Request forms part of the call-up. Multiple Work Requests may be issued under a call-up. For the purposes of the work specified in this Standing Offer, Client Departments should complete and provide to the Offeror the Specifications Sheet attached at Appendix 1 to this statement of work.

Solicitation No. - N° de l'invitation  
 XXXXX-XXXXXX/X  
 Client Ref. No. - N° de réf. du client  
 XXXXX-XXXXXX

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
 XXXXX  
 CCC No./N° CCC - FMS No./N° VME

### APPENDIX I TO ANNEX A – STATEMENT OF WORK SPECIFICATIONS SHEET

The following Specifications Sheet should be used when issuing a call-up or a work request. The requirements specified below apply to all work under this call-up unless otherwise specified by the Project Authority.

Client Requirements	Specifications (if applicable)
Client Department	
Name, phone number and email address of Project or Technical Authority	
Brief description of the proceeding	<i>Brief description of the proceeding</i>
Attendance only or attendance with transcript	<i>Indicate which one</i>
In-person court reporting or tele- or video-conferencing	<i>Indicate which one</i>
Location of the proceeding	<i>Provide city, province, and civic address For tele- or video-conferencing, specify N/A</i>
Language of the proceeding:	<ul style="list-style-type: none"> <li>- <i>English</i></li> <li>- <i>French</i></li> <li>- <i>Bilingual, English and French</i></li> </ul>
Supplier required to provides its own secured internet connection at the venue	<i>Yes/No</i>
Is rental of meeting space or boardroom required? If yes, describe the required layout and number of persons it must accommodate	<i>Yes/No If yes, provide description</i>
Date(s) of proceeding	
Required delivery timeline of final product(s)	<i>To be in accordance with the SOW</i> <ul style="list-style-type: none"> <li>- <i>Daily copy</i></li> <li>- <i>Expedited delivery</i></li> <li>- <i>Rapid delivery</i></li> <li>- <i>Normal delivery</i></li> <li>- <i>Discounted delivery</i></li> <li>- <i>other negotiated timeframe</i></li> </ul>
Are optional services required?	<i>Indicate any optional services that are required. Client departments may review Section 7 of the SOW or includes its own list of other required services. All optional services included must only be those to be charged at cost without mark-up.</i>

Format for Transcription Reports	Specifications (if applicable)
Information required on title page	
Information required on index page	
Information required on witness page	
Number of Lines per page	
Line Spacing	
Indentation for new paragraphs and/or new speakers	
Font type and size	
Top margin	
Bottom margin	
Left margin	

Solicitation No. - N° de l'invitation  
XXXXXX-XXXXXX/X  
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XXXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

<b>Format for Transcription Reports</b>	<b>Specifications (if applicable)</b>
Right margin	
Page numbering/referencing specifications	
Header information	
Footer information	
Certification/signature block specifications	
Binding information for paper copies (if applicable)	
Software version required (e.g. MS Word 2016)	
Identification required on electronic media	
Labels (e.g. for CDs, DVDs)	
Additional notes (e.g. speakers, recess, adjournment, start / finish time times etc.)	
Pickup and/or delivery specifications	
Additional information or other requirement	

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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. 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.

NOTE: For evaluation purposes only, the following estimated quantities will be used by the Contracting Authority to calculate the total aggregate price. The numbers used as 'estimated quantities' are randomly generated. These 'estimated quantities' are not based on any historical data, and are NOT representative or indicative of guarantee of quantity that may be required in the future.

Offerors have the option to submit offers for English services only, French services only, bilingual services only; or, for both unilingual and bilingual services. Offerors must only complete the columns for the language(s) for which it is submitting an offer.

If Offerors are submitting different pricing for each Province for which they are submitting an offer, they MUST complete and submit a separate Basis of Payment for each. If in the event that an Offeror only completes and submits one Basis of Payment, Canada will apply the pricing to all Provinces for which the Offeror is submitting an offer.

### 1. INITIAL CONTRACT PERIOD

Table 1 – Initial Standing Offer Period from date of issuance to December 31, 2018					
Service		Estimated Quantities	Firm Rate English	Firm Rate French	Firm Rate Bilingual
<b>Attendance Fees:</b>	With transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Without transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Teleconference and Videoconference Calls fees</b>	Dial-in with transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Dial-in without transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Cancellation fees*</b>	Attendance with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Attendance without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in with	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour

**Table 1 – Initial Standing Offer Period from date of issuance to December 31, 2018**

Service	Estimated Quantities	Firm Rate English	Firm Rate French	Firm Rate Bilingual	
transcript order					
Tele- or videoconference dial-in without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour	
<b>Transcription fees – electronic file only</b>	Daily copy: recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Normal delivery: 10 to 13 days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Discounted delivery: 14 days or later	500,000 words	\$_____/word	\$_____/word	\$_____/word
	<b>Transcription fees –Hard Copy</b>	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/word
Expedited delivery: two to four days		1,000,000 words	\$_____/word	\$_____/word	\$_____/word
Rapid delivery: five to nine days		500,000 words	\$_____/word	\$_____/word	\$_____/word
Normal delivery: 10 to 13 days		500,000 words	\$_____/word	\$_____/word	\$_____/word
Discounted		500,000	\$_____/word	\$_____/word	\$_____/word

**Table 1 – Initial Standing Offer Period from date of issuance to December 31, 2018**

Service		Estimated Quantities	Firm Rate English	Firm Rate French	Firm Rate Bilingual
	delivery: 14 days or later	words			
	USB, CD/DVD	Per USB, CD/DVD	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>
<b>Fee- additional hard copies</b>	Additional copy of transcript, electronic copy only	200,000 words	\$ ____/word	\$ ____/word	\$ ____/word
	Additional copy of a transcript, both electronic and hard copy versions	200,000 words	\$ ____/word	\$ ____/word	\$ ____/word
Courier delivery			<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>

\* The Offeror's firm rate per cancellation must not exceed the Offeror's hourly rate for the respective attendance fee or tele- or video-conference fee multiplied by 7.5 (one day).

<sup>1</sup>Cost 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.

**2. OPTION PERIOD ONE**

<b>Table 2 – Option Period One</b>					
<b>Service</b>		<b>Estimated Quantities</b>	<b>Firm Rate English</b>	<b>Firm Rate French</b>	<b>Firm Rate Bilingual</b>
<b>Attendance Fees:</b>	With transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Without transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Teleconference and Videoconference Calls fees</b>	Dial-in with transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Dial-in without transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Cancellation fees*</b>	Attendance with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Attendance without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
<b>Transcription fees – electronic file only</b>	Daily copy: recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Normal	500,000	\$_____/word	\$_____/	\$_____/

<b>Table 2 – Option Period One</b>						
<b>Service</b>		<b>Estimated Quantities</b>	<b>Firm Rate English</b>	<b>Firm Rate French</b>	<b>Firm Rate Bilingual</b>	
	delivery: 10 to 13 days	words		cancellation	cancellation	
	Discounted delivery: 14 days or later	500,000 words	\$_____/word	\$_____/word	\$_____/word	
<b>Transcription fees –Hard Copy</b>	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/word	\$_____/word	
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/word	\$_____/word	
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/word	\$_____/word	
	Normal delivery: 10 to 13 days	500,000 words	\$_____/word	\$_____/word	\$_____/word	
	Discounted delivery: 14 days or later	500,000 words	\$_____/word	\$_____/word	\$_____/word	
	USB, CD/DVD	Per USB, CD/DVD	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	
	<b>Fee- additional hard copies</b>	Additional copy of transcript, electronic copy only	200,000 words	\$_____/word	\$_____/word	\$_____/word
		Additional copy of a transcript, both electronic and hard copy versions	200,000 words	\$_____/word	\$_____/word	\$_____/word
Courier delivery			<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	

\* The Offeror's firm rate per cancellation must not exceed the Offeror's hourly rate for the respective attendance fee or tele- or video-conference fee multiplied by 7.5 (one day).

Solicitation No. - N° de l'invitation  
XXXXX-XXXXXX/X  
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Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

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<sup>1</sup>Cost 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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**3. OPTION PERIOD TWO**

<b>Table 3 – Option Period Two</b>					
<b>Service</b>		<b>Estimated Quantities</b>	<b>Firm Rate English</b>	<b>Firm Rate French</b>	<b>Firm Rate Bilingual</b>
<b>Attendance Fees:</b>	With transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Without transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Teleconference and Videoconference Calls fees</b>	Dial-in with transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Dial-in without transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Cancellation fees*</b>	Attendance with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Attendance without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
<b>Transcription fees – electronic file only</b>	Daily copy: recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Normal delivery: 10 to 13 days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Discounted delivery: 14	500,000 words	\$_____/word	\$_____/word	\$_____/word

Table 3 – Option Period Two					
Service		Estimated Quantities	Firm Rate English	Firm Rate French	Firm Rate Bilingual
	days or later				
<b>Transcription fees –Hard Copy</b>	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/word	\$_____/word
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/word	\$_____/word
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/word	\$_____/word
	Normal delivery: 10 to 13 days	500,000 words	\$_____/word	\$_____/word	\$_____/word
	Discounted delivery: 14 days or later	500,000 words	\$_____/word	\$_____/word	\$_____/word
	USB, CD/ DVD	Per USB, CD/DVD	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>
<b>Fee- additional hard copies</b>	Additional copy of transcript, electronic copy only	200,000 words	\$_____/word	\$_____/word	\$_____/word
	Additional copy of a transcript, both electronic and hard copy versions	200,000 words	\$_____/word	\$_____/word	\$_____/word
Courier delivery			<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>

\* The Offeror's firm rate per cancellation must not exceed the Offeror's hourly rate for the respective attendance fee or tele- or video-conference fee multiplied by 7.5 (one day).

<sup>1</sup>Cost 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.

**4. OPTION PERIOD THREE**

<b>Table 4 – Option Period Three</b>					
<b>Service</b>		<b>Estimated Quantities</b>	<b>Firm Rate English</b>	<b>Firm Rate French</b>	<b>Firm Rate Bilingual</b>
<b>Attendance Fees:</b>	With transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Without transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Teleconference and Videoconference Calls fees</b>	Dial-in with transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Dial-in without transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Cancellation fees*</b>	Attendance with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Attendance without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
<b>Transcription fees – electronic file only</b>	Daily copy: recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Normal delivery: 10 to 13 days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Discounted	500,000	\$_____/word	\$_____/word	\$_____/

<b>Table 4 – Option Period Three</b>					
<b>Service</b>		<b>Estimated Quantities</b>	<b>Firm Rate English</b>	<b>Firm Rate French</b>	<b>Firm Rate Bilingual</b>
	delivery: 14 days or later	words			word
<b>Transcription fees –Hard Copy</b>	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/word	\$_____/word
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/word	\$_____/word
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/word	\$_____/word
	Normal delivery: 10 to 13 days	500,000 words	\$_____/word	\$_____/word	\$_____/word
	Discounted delivery: 14 days or later	500,000 words	\$_____/word	\$_____/word	\$_____/word
	USB, CD/ DVD	Per USB, CD/DVD	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>
<b>Fee- additional hard copies</b>	Additional copy of transcript, electronic copy only	200,000 words	\$_____/word	\$_____/word	\$_____/word
	Additional copy of a transcript, both electronic and hard copy versions	200,000 words	\$_____/word	\$_____/word	\$_____/word
Courier delivery			<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>

\* The Offerors firm rate per cancellation must not exceed the Offeror's hourly rate for the respective attendance fee or tele- or video-conference fee multiplied by 7.5 (one day).

<sup>1</sup>Cost 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.

**5. OPTION PERIOD FOUR**

<b>Table 5 – Option Period Four</b>					
<b>Service</b>		<b>Estimated Quantities</b>	<b>Firm Rate English</b>	<b>Firm Rate French</b>	<b>Firm Rate Bilingual</b>
<b>Attendance Fees:</b>	With transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Without transcript order	5,000 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Teleconference and Videoconference Calls fees</b>	Dial-in with transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
	Dial-in without transcript order	1,500 hours	\$_____/hour	\$_____/hour	\$_____/hour
<b>Cancellation fees*</b>	Attendance with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Attendance without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in with transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
	Tele- or videoconference dial-in without transcript order	25 cancellations	\$_____/cancellation	\$_____/hour	\$_____/hour
<b>Transcription fees – electronic file only</b>	Daily copy: recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Normal delivery: 10 to 13 days	500,000 words	\$_____/word	\$_____/cancellation	\$_____/cancellation
	Discounted delivery: 14	500,000 words	\$_____/word	\$_____/word	\$_____/word

<b>Table 5 – Option Period Four</b>					
	days or later				
<b>Transcription fees –Hard Copy</b>	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.	2,000,000 words	\$_____/word	\$_____/word	\$_____/word
	Expedited delivery: two to four days	1,000,000 words	\$_____/word	\$_____/word	\$_____/word
	Rapid delivery: five to nine days	500,000 words	\$_____/word	\$_____/word	\$_____/word
	Normal delivery: 10 to 13 days	500,000 words	\$_____/word	\$_____/word	\$_____/word
	Discounted delivery: 14 days or later	500,000 words	\$_____/word	\$_____/word	\$_____/word
	USB, CD/DVD	Per USB, CD/DVD	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>
<b>Fee- additional hard copies</b>	Additional copy of transcript, electronic copy only	200,000 words	\$_____/word	\$_____/word	\$_____/word
	Additional copy of a transcript, both electronic and hard copy versions	200,000 words	\$_____/word	\$_____/word	\$_____/word
	Courier delivery		<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>	<b>At Cost<sup>1</sup></b>

\* The Offerors firm rate per cancellation must not exceed the Offeror's hourly rate for the respective attendance fee or tele- or video-conference fee multiplied by 7.5 (one day).

<sup>1</sup>Cost 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.

**6. CART Reporting**

**OPTIONAL SERVICES**

**CART Reporting services are optional services and Offerors are not obligated to provide the service or to provide pricing. However, if an Offeror would like to provide these services and have them included as part of their Standing Offer, they must complete the following pricing tables. These fees will not be included as part of the evaluation of an Offeror's total aggregate price. Offerors offering CART services who meet all the technical and financial requirements of the RFSO will be ranked in the province and the language in which they are offering CART services, separately from the process for ranking the non-optional services outlined above.**

**a) English Only**

<b>Table 6 – Firm Rate for CART Reporting Services in all Standing Offer Periods – English Only</b>				
<b>Service</b>			<b>Estimated Quantities</b>	<b>Firm Rate</b>
<b>CART Reporting:</b>	<b>Initial Period</b>	Unilingual English only (without transcript)	100 hours	\$_____/hour
	<b>Option Period 1</b>	Unilingual English only (without transcript)	100 hours	\$_____/hour
	<b>Option Period 2</b>	Unilingual English only (without transcript)	100 hours	\$_____/hour
	<b>Option Period 3</b>	Unilingual English only (without transcript)	100 hours	\$_____/hour
	<b>Option Period 4</b>	Unilingual English only (without transcript)	100 hours	\$_____/hour

<b>Table 7 – Firm Rate for Cancellation* of CART Reporting Services in all Standing Offer Periods – English Only</b>				
<b>Service</b>			<b>Estimated Quantities</b>	<b>Firm Rate</b>
<b>CART Reporting cancellation:</b>	<b>Initial Period</b>	Unilingual English only (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 1</b>	Unilingual English only (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 2</b>	Unilingual English only (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 3</b>	Unilingual English only (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 4</b>	Unilingual English only (without transcript)	10 cancellations	\$_____/cancellation

\* The Offeror's firm rate per cancellation must not exceed the Offeror's hourly rate for the respective CART Reporting fee multiplied by 7.5 (one day).

**b) French Only**

<b>Table 8 – Firm Rate for CART Reporting Services in all Standing Offer Periods – French Only</b>				
<b>Service</b>			<b>Estimated Quantities</b>	<b>Firm Rate</b>
<b>CART Reporting:</b>	<b>Initial Period</b>	Unilingual French only (without transcript)	100 hours	\$_____/hour
	<b>Option Period 1</b>	Unilingual French only (without transcript)	100 hours	\$_____/hour
	<b>Option Period 2</b>	Unilingual French only (without transcript)	100 hours	\$_____/hour
	<b>Option Period 3</b>	Unilingual French only (without transcript)	100 hours	\$_____/hour
	<b>Option Period 4</b>	Unilingual French only (without transcript)	100 hours	\$_____/hour

<b>Table 9 – Firm Rate for Cancellation* of CART Reporting Services in all Standing Offer Periods – French Only</b>				
<b>Service</b>			<b>Estimated Quantities</b>	<b>Firm Rate</b>
<b>CART Reporting cancellation:</b>	<b>Initial Period</b>	Unilingual French only (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 1</b>	Unilingual French only (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 2</b>	Unilingual French only (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 3</b>	Unilingual French only (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 4</b>	Unilingual French only (without transcript)	10 cancellations	\$_____/cancellation

\* The Offeror's firm rate per cancellation must not exceed the Offeror's hourly rate for the respective CART Reporting fee multiplied by 7.5 (one day).

**c) Bilingual only**

<b>Table 10 – Firm Rate for CART Reporting Services in all Standing Offer Periods – Bilingual only</b>				
<b>Service</b>			<b>Estimated Quantities</b>	<b>Firm Rate</b>
<b>CART Reporting:</b>	<b>Initial Period</b>	Bilingual (without transcript)	100 hours	\$_____/hour
	<b>Option Period 1</b>	Bilingual (without transcript)	100 hours	\$_____/hour
	<b>Option Period 2</b>	Bilingual (without transcript)	100 hours	\$_____/hour
	<b>Option Period 3</b>	Bilingual (without transcript)	100 hours	\$_____/hour

<b>Table 11 – Firm Rate for Cancellation* of CART Reporting Services in all Standing Offer Periods – Bilingual only</b>				
<b>Service</b>			<b>Estimated Quantities</b>	<b>Firm Rate</b>
<b>CART Reporting cancellation:</b>	<b>Initial Period</b>	Bilingual (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 1</b>	Bilingual (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 2</b>	Bilingual (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 3</b>	Bilingual (without transcript)	10 cancellations	\$_____/cancellation
	<b>Option Period 4</b>	Bilingual (without transcript)	10 cancellations	\$_____/cancellation

\* The Offeror's firm rate per cancellation must not exceed the Offeror's hourly rate for the respective CART Reporting fee multiplied by 7.5 (one day).

Solicitation No. - N° de l'invitation  
XXXXX-XXXXXX/X  
Client Ref. No. - N° de réf. du client  
XXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

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### ANNEX C – 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);

DRAFT

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XXXXXX-XXXXXX/X  
Client Ref. No. - N° de réf. du client  
XXXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX D – NON DISCLOSURE AGREEMENT

The Non-Disclosure Agreement below may be used by Client Departments; alternatively, they may use their own.

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation  
XXXXX-XXXXXX/X  
Client Ref. No. - N° de réf. du client  
XXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
XXXXX  
CCC No./N° CCC - FMS No./N° VME

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### ANNEX E – STANDING OFFERS REPORTING

In accordance with section entitled "Standing Offers Reporting" of the standing offer, the Offeror must provide a quarterly report and submit it to the Standing Offer Authority no later than 30 days after the end of the reporting period.

The quarterly report must include the following information on all call-ups issued under this standing offer during the reporting period<sup>1</sup>:

<b>STANDING OFFER NUMBER:</b>						
<b>QUARTERLY REPORTING PERIOD:</b>						
<b>DATE:</b>						
<b><u>Department Name</u></b>	<b><u>Call-up/Order Number</u></b>	<b><u>Date of call-up/order</u></b>	<b><u>\$ amount of call-up (including taxes)</u></b>	<b><u>Client Contact Name</u></b>	<b><u>Client Contact Email</u></b>	<b><u>Client Contact Phone number</u></b>

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Compiled by the quantity required. 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.