

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

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**

Gatineau

Québec

**K1A 0S5**

**Bid Fax: (819) 997-9776**

## Request For a Standing Offer Demande d'offre à commandes

### Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Communication Procurement Directorate/Direction de l'approvisionnement en communication

360 Albert St./ 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

<b>Title - Sujet</b> Transcription Services	
<b>Solicitation No. - N° de l'invitation</b> 86100-170005/A	<b>Date</b> 2019-05-01
<b>Client Reference No. - N° de référence du client</b> 86100-17-0005	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$CY-034-77008
<b>File No. - N° de dossier</b> cy034.86100-170005	<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 2019-05-28</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Stone, Caitlin	<b>Buyer Id - Id de l'acheteur</b> cy034
<b>Telephone No. - N° de téléphone</b> (343)548-8791 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> IMMIGRATION AND REFUGEE BOARD 12TH FLOOR 344 SLATER ST OTTAWA Ontario K1A0K1 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

---

## TABLE OF CONTENTS.

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 SECURITY REQUIREMENTS .....	5
1.4 DEBRIEFINGS .....	5
1.5 KEY TERMS.....	5
1.6 PHASED BID COMPLIANCE PROCESS .....	5
1.7 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS) .....	5
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS .....	6
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	6
2.4 APPLICABLE LAWS.....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>8</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
3.2. OFFEROR'S PROPOSED SITES OR PREMISES REQUIRING SAFEGUARDING MEASURES.....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION .....	22
<b>ATTACHMENT 1 TO PART 4: OFFEROR'S SELECTION FOR VERBATIM TRANSCRIPTION .....</b>	<b>24</b>
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>25</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	25
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	27
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....</b>	<b>29</b>
6.1 SECURITY REQUIREMENTS .....	29
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>30</b>
<b>A. STANDING OFFER.....</b>	<b>30</b>
7.1 OFFER.....	30
7.2 SECURITY REQUIREMENTS .....	30
7.3 STANDARD CLAUSES AND CONDITIONS.....	30
7.4 TERM OF STANDING OFFER .....	31
7.5 AUTHORITIES .....	31
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	32
7.7 IDENTIFIED USERS.....	32
7.8 CALL-UP PROCEDURES .....	32
7.9 CALL-UP INSTRUMENT .....	34
7.10 LIMITATION OF CALL-UPS .....	34
7.11 PRIORITY OF DOCUMENTS .....	34
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	34
7.13 APPLICABLE LAWS.....	35
7.14 UNSATISFACTORY PERFORMANCE WITH RESPECT TO QUALITY.....	35

---

7.15	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS) .....	36
<b>B.</b>	<b>RESULTING CONTRACT CLAUSES.....</b>	<b>37</b>
7.1	STATEMENT OF WORK.....	37
7.2	STANDARD CLAUSES AND CONDITIONS.....	37
7.3	SECURITY REQUIREMENT.....	36
7.4	TERM OF CONTRACT .....	37
7.5	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	37
7.6	PAYMENT .....	37
7.7	INVOICING INSTRUCTIONS .....	38
7.8	INSURANCE .....	38
7.9	COPYRIGHT.....	38
7.10	CONFIDENTIALITY .....	39
<b>ANNEX "A"</b>	<b>.....</b>	<b>40</b>
	STATEMENT OF WORK .....	40
<b>ANNEX "B"</b>	<b>.....</b>	<b>48</b>
	BASIS OF PAYMENT .....	48
<b>ANNEX "C"</b>	<b>.....</b>	<b>52</b>
	SECURITY REQUIREMENTS CHECKLIST .....	52
<b>ANNEX D</b>	<b>.....</b>	<b>53</b>
	TRANSCRIPT REQUEST SAMPLE.....	53
<b>ANNEX "E"</b>	<b>.....</b>	<b>54</b>
	NON-DISCLOSURE AGREEMENT .....	54
<b>ANNEX "F"</b>	<b>.....</b>	<b>55</b>
	STATUTORY HOLIDAYS .....	55
<b>ANNEX "G"</b>	<b>.....</b>	<b>56</b>
	IT SECURITY GUIDE .....	56
<b>ANNEX "H"</b>	<b>.....</b>	<b>59</b>
	QUALITY STANDARDS.....	59

---

## **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, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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: | The Statement of Work                     |
| Annex B: | The Basis of Payment                      |
| Annex C: | The Security Requirements Checklist       |
| Annex D: | The Transcript Request Sample             |
| Annex E: | The Non-Disclosure Agreement              |
| Annex F: | The Statutory Holiday List                |
| Annex G: | The Information Technology Security Guide |
| Annex H: | Quality Standards                         |

### **1.2 Summary**

- 1.2.1 Immigration and Refugee Board of Canada (IRB) is seeking to establish a departmental individual Standing Offer for Transcription services of client-provided recordings of legal and court proceedings on an "as-and-when-requested" basis to Identified Users across Canada. PSPC intends to award multiple Standing Offers for services. Offerors may submit an offer for delivery of services from any location in Canada.

**Offerors have the option of providing verbatim transcription services in a variety of service-level tiers and Offerors have the option of providing those services in English only (stream 1), French only (STREAM 2), or in both languages (STREAMS 1 & 2).**

**Delivery points for the requested transcription services will be across the country.**

The RFSO is organized by level of service and by language of service. The RFSO contains three service-level tiers. Tier 1 is for requirements that do not exceed 15,000 transcribed words, Tier 2 is for requirements that fall between 15,001- 30,000 transcribed words, and Tier 3 is for requirements that exceed 30,001 words. ***Word counts refer to the daily transcription capacity of the Offeror.***

The RFSO contains two language streams. Stream 1 is for English-only verbatim transcription. Stream 2 is for French-only verbatim transcription.

In their technical bid submission, Offerors **MUST** indicate the tiers and streams for which they are submitting a proposal. Bids will be evaluated and the Standing Offers awarded in accordance with the table below.

	Stream 1: English Only	Stream 2: French Only
<b>Tier 1</b>  Requirements where the <i>daily transcription capacity</i> does not exceed 15,000 words.		
<b>Tier 2</b>  Requirements where the <i>daily transcription capacity</i> is greater than or equal to 15,001 words, and less than 30,000 words.		
<b>Tier 3</b>  Requirements where the <i>daily transcription capacity</i> is greater than or equal to 30,001 words.		

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is limited to Canadian goods and/or services.
- 1.2.4 The Request for Standing Offer (RFSO) is to establish National Individual Standing Offers for the requirement detailed in the RFSO, to the Identified Users in Toronto, Montreal, and Vancouver, 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.

1.2.5 The period of the Standing Offer is from the date of Standing Offer award to April 30, 2020 with four (4) one (1) year options to extend.

1.2.6 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](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 1.4 Debriefings

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

### 1.5 Key Terms

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

### 1.6 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

### 1.7 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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 - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 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.

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

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 2:00 P.M (EST), ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

---

## 2.4 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.



---

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- 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

- If the Offeror chooses to submit its offer electronically, they should communicate with the Bid Receiving Unit (BRU) **6 days before the date of bid closing**. The BRU can be contacted via e-mail at the following address: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)
- 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

Offerors are permitted to put all three 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 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 D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D 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.

### **3.2. Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

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

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

### **4.1 Evaluation Procedures**

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

**Offeror must clearly indicate which stream(s), and tier(s) they are submitting an offer for by making their selection in the table located at Attachment 1 to Part 4.**

- Offerors may submit an offer for any combinations of stream(s) or tier(s) for which they are interested in being considered for a Standing Offer.
- Offers will be evaluated separately for each stream (language) and offerors must successfully pass the mandatory, the rated and all other requirements for each stream in order to qualify for a Standing Offer for each of the streams.
- For each of the mandatory and rated requirements, the Offeror must clearly indicate the portions of their offer that are applicable to each stream 1 and stream 2.
- Offerors should submit an offer that either has two separate sections for stream 1 and 2 or that uses separate paragraphs with subheadings (stream 1 & stream 2) for each of the requirements.

- Tiers are separated as a means for Offerors to indicate the service level they are able to accommodate under their current workloads and business practices. As such, Tiers are only considered an indication of how much work an Offeror is prepared to accept. No preference will be given to Offerors who submit bids for certain tiers over others.
- Offeror's should refer to **Part 4, Section 4.2, Basis of Selection** to learn how the Standing Offers are awarded and how the work will be allocated amongst successful proponents.

#### 4.1.2.1 Mandatory Technical Criteria

Where a mandatory criteria requests an offeror to '**demonstrate**': to be responsive, the technical offer 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 they will meet the requirements. Simply stating that the Offeror complies with the requirement is not sufficient. Where Canada determines that the substantiation is insufficient in explaining/showing how the Offeror demonstrates a mandatory requirement(s), the Offer will be considered non-responsive and disqualified.

An offer must meet all the mandatory requirements for each stream and tier for which they are submitting an offer. For each stream and tier, offers not meeting all of the mandatory requirements will be given no further consideration and will be declared non-responsive. Offers meeting the Mandatory requirements will go on to be evaluated for Point-Rated Requirements.

**All Mandatory Technical Criteria (MTC) are subject to the Phased Bid Compliance Process.**

For evaluation purposes:

- Where means the name of the client;
- When means the start date and end date (e.g. from January 2010 to March 2012) of the period during which the firm acquired the qualification/experience; and
- How means a clear description of the activities performed and the responsibilities assigned under the project and during this period.

Item	Mandatory Technical Criteria	MET		Cross Reference to proposal (Page #)
		YES	NO	
<b>M1</b>	<p><b>Choose Stream(s) &amp; Tier(s)</b></p> <p>The Offeror <b>must</b> clearly indicate which tier(s) and/or stream(s) for which they are submitting an offer for by completing the table at <b>Attachment 1 to Part 4: Offering for Verbatim Transcription</b></p>			
<b>M2</b>	<p><b>Demonstrate Experience in Chosen Stream(S)</b></p> <p>The Offeror <b>must</b> demonstrate one (1) year of experience<sup>1</sup> providing transcription services, within the last five (5) years from the closing date of this request for standing offer.</p> <p>If the Offeror is submitting a bid for <b>BOTH STREAMS</b> (languages), they <b>must</b> demonstrate one (1) year of experience in each respective language stream. The experience can occur concurrently over the course of 12 months.</p> <p>Transcription services provided must include:</p> <ul style="list-style-type: none"> <li>• Legal documents derived from judicial or quasi-judicial proceedings such as tribunal hearings; and</li> <li>• Conversations involving multiple (at least 3) speakers.</li> </ul>			
<b>M3</b>	<p><b>Provide Project Descriptions in Chosen Stream(s)</b></p> <p>For <b>EACH STREAM</b> for which a bid is being submitted (English and/or French), the Offeror must provide details of three (3) projects<sup>2</sup> for legal or court transcription services that they have completed within the last five (5) years from the closing date of this request for standing offer.</p> <p>If an Offeror is submitting a bid for BOTH streams, they are required to submit a total of six (6) projects (3 for each stream). A maximum of 4 of 6 projects can be bilingual, with one project exclusively in English, and one exclusively in</p>			

<sup>1</sup> Offerors are advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2011 to December 2011; Project 2 timeframe is October 2011 to January 2012; the total months of experience for these two project references is seven (7) months.

<sup>2</sup> The projects must have been completed by the Offeror itself (and does not include the experience of any proposed sub-contractor or any affiliate of the Offeror, or any corporate predecessor). However, several entities may combine their experience by submitting an offer as a joint venture; in that case, the offer can describe the previous experience of one or more joint venture members to meet the experience requirement – that is, one project could be described for one joint venture member and another different project could be described for another joint venture member, as long as the total number of projects is met (if two members of the joint venture worked on the same project, it will only be counted once).



	<p>French.</p> <p>To demonstrate experience, the following information must be provided:</p> <ul style="list-style-type: none"> <li>• Client name;</li> <li>• Client address;</li> <li>• Client Reference: contact name, telephone and email address;</li> <li>• Start and end date of the work/project undertaken;</li> <li>• Type of documents transcribed;</li> <li>• Number of pages transcribed</li> <li>• Language of documents transcribed; and</li> <li>• Number of speakers</li> </ul>			
M4	<p><b>Demonstrate Capability to Complete Projects from the Designated Regions of Toronto, Montreal, and Vancouver</b></p> <p>Offerors must acknowledge in writing that they are <b>capable</b> of receiving client provided recordings, and delivering transcripts to the designated regions of Toronto or Montreal or Vancouver as indicated at Annex A, The Statement of Work.</p> <p>As indicated in Annex B, courier fees will be reimbursed at cost.</p>			
M5	<p><b>Name Transcription Resource(s) by chosen Stream(s) and Tier(s)</b></p> <p>To demonstrate that the Offeror has the necessary qualified resources as described in Annex A – Statement of Work, the Offeror must provide the following for each Transcriptionist:</p> <ol style="list-style-type: none"> <li>a) Their name</li> <li>b) Description of their experience, including the number of months and/or years</li> <li>c) Language(s) they are able to transcribe (can use the same resource(s) to satisfy the requirement for both streams if the experience is applicable)</li> </ol> <p><b>Note:</b> All proposed transcriber resources <b>must</b> have at a minimum one (1) year of experience providing legal transcription services within the last five (5) years.</p> <p><b>RESOURCE CATEGORY – TRANSCRIBER 3</b></p> <p><b>TIER 1</b></p>			

3 If an Offeror is submitting a bid for more than one Tier, they must submit the higher of the number of requested resources. For example, if an Offeror submits a bid for Tier 2, and Tier 3 in English, they must submit a total of 3 transcriber resources to satisfy the mandatory requirements for Tiers 2 and 3.

	<p>Capacity does not exceed 15,000 words daily.</p> <p><b>For stream 1-</b> The Offeror <b>must</b> provide the name of a <u>minimum</u> of one <b>(1)</b> English Transcriber resource that will work on transcriptions during the Standing Offer Period (including Option Periods).</p> <p><b>For stream 2-</b> The Offeror <b>must</b> provide the names of a <u>minimum</u> of one <b>(1)</b> French Transcriber resource that will work on transcriptions during the Standing Offer Period (including Option Periods).</p> <p><b>TIER 2</b></p> <p>Capacity greater than or equal to 15,001 words, but does not exceed 30,000 words daily.</p> <p><b>For stream 1-</b> The Offeror <b>must</b> provide the names of a <u>minimum</u> of two <b>(2)</b> English Transcriber resources that will work on transcriptions during the Standing Offer Period (including Option Periods).</p> <p><b>For stream 2-</b> The Offeror <b>must</b> provide the names of a <u>minimum</u> of one <b>(1)</b> French Transcriber resources that will work on transcriptions during the Standing Offer Period (including Option Periods).</p> <p><b>TIER 3</b></p> <p>Capacity greater than or equal to 30,001 words daily.</p> <p><b>For stream 1-</b> The Offeror <b>must</b> provide the names of a <u>minimum</u> of three <b>(3)</b> English Transcriber resources that will work on transcriptions during the Standing Offer Period (including Option Periods).</p> <p><b>For stream 2-</b> The Offeror <b>must</b> provide the names of a <u>minimum</u> of two <b>(2)</b> French Transcriber resources that will work on transcriptions during the Standing Offer Period (including Option Periods).</p>			
M6	<p><b>Name Project/Account Manager</b></p> <p>To demonstrate that the Offeror has the necessary qualified resources as described in Annex A – Statement of Work, the Offeror <b>must</b> provide a detailed CV for <b>each</b> Proposed Resource identified under the resource category.</p> <p><b>RESOURCE CATEGORY – PROJECT/ACCOUNT MANAGER</b></p> <p>The Offeror <b>must</b> provide the name of a minimum of <b>one (1)</b> Project/Account Manager resource that will work as the transcription coordinator during the Standing Offer Period (including Option Periods). Proposed Project/Account Manager resources <b>must</b> have at a minimum one (1) year within the last five (5) of experience in performing Project/Account Manager responsibilities.</p> <p><b>Note:</b> As indicated in the Statement of Work, the</p>			

	Project/Account Manager can also perform the role of Quality Assurance, provided that they are not conducting Quality Assurance on a project they have transcribed themselves.			
M7	<p><b>Name Quality Assurance Resource(s) by Stream(s)</b></p> <p>To demonstrate that the Offeror has the necessary qualified resources as described in Annex A – Statement of Work, the Offeror <b>must</b> provide a detailed CV for <b>each</b> Proposed Resource identified under the resource category.</p> <p><b>RESOURCE CATEGORY – QUALITY ASSURANCE (QA)<sup>4</sup></b></p> <p><b>For stream 1-</b>The Offeror <b>must</b> provide the name of one (1) <b>ADDITIONAL</b> Quality Assurance (QA) resource that will work on English transcriptions during the Standing Offer Period (including Option Periods).</p> <p><b>For stream 2-</b> The Offeror <b>must</b> provide the name of one (1) <b>ADDITIONAL</b> Quality Assurance (QA) resource that will work on French transcriptions during the Standing Offer Period (including Option Periods).</p> <p>Proposed QA resources <b>must</b> have at a minimum one (1) year within the last five (5) years of experience providing the following services:</p> <ul style="list-style-type: none"><li>• Copy editing; or</li><li>• Proofreading; or</li><li>• Transcription services.</li></ul>			

4 As indicated in Annex A, Statement of Work, the resource serving as Quality Assurance, **must not** transcribe the same project therefore a minimum of two (2) resources must be working on each project. This applies to all Tiers.

#### 4.1.2.2 Point Rated Technical Criteria

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

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

Should the bidder propose more than the required number of project summaries requested, only the minimum number of projects identified, by order of presentation will be evaluated.

**For each of the following rated criteria, the information provided in the referenced Mandatory criteria will be evaluated.**

Item	Description	Scoring Methodology	Maximum points	Cross Reference to proposal (Page #)
R1	Firm's Experience	Demonstrated experience will be scored as follows:  Under 12 months = 0 Points  For each 6 months of experience over and above the minimum 12 months, 1 point will be awarded up to a maximum of 6 points  For example, if the Offeror has a total of 48 months experience, the points awarded will be 6;	Up to 6 points	
R2	Project Complexity	Where the projects listed at <b>M3</b> indicate any of the additional elements: <ul style="list-style-type: none"> <li>- More than 3 speakers per project</li> <li>- The project included multiple speakers including an interpreter providing consecutive interpretation</li> <li>- The project included time stamping at intervals of every five minutes</li> <li>- The project was delivered in a combination of one Official Language (Canada), and one other language (not English or French).</li> <li>- The project was delivered in a combination of both English and French</li> </ul>	Up to 9 points  (up to 3 points per project)	
R3	Additional Transcriber Resources	Number of Transcribers in addition to the minimum number of transcribers required for each stream and tier. 1 point assigned per additional listed resource.  Minimum number of transcribers (M5) are as follows:  Stream 1: English <ul style="list-style-type: none"> <li>•Tier 1: 1 Transcriber</li> </ul>	Up to 4 points.	

		<ul style="list-style-type: none"> <li>•Tier 2: 2 Transcribers</li> <li>•Tier 3: 3 Transcribers</li> </ul> <p>Stream 2: French</p> <ul style="list-style-type: none"> <li>•Tier 1: 1 Transcriber</li> <li>•Tier 2: 1 Transcriber</li> <li>•Tier 3: 2 Transcribers</li> </ul>		
<b>R4</b>	Workload Management	<p>The Offeror should describe the process they use to receive, respond to and process call-ups or work requests from clients. To demonstrate compliance with the criteria, the Offeror should provide a clear, complete and relevant description for each of the following points:</p> <p>a) Dedicated representative to receive requests</p> <p>b) Ability to respond to and process call-ups or work requests from IRB both during core-hours and non-core hours</p> <p>c) Demonstrate how the firm proposes to track and schedule IRB requests</p> <p>d) Demonstrate how the firm proposes to maintain on-call resources to handle fluctuations in work load</p> <p>For each bullet point, the Offeror will be awarded points as follows:</p> <p>3 points: The description provided is clear, complete and relevant and demonstrates an understanding of the requirement</p> <p>2 points: The description is only partially clear, complete and relevant or does not fully demonstrate an understanding of the requirement</p> <p>1 points: A description provided is unclear and incomplete. Does not demonstrate an understanding of the requirement</p> <p>0 points: description not provided</p>	Up to 12 points	
<b>R5</b>		<p>The Offeror should describe the process they undertake to finalize the court transcripts they produce.</p> <p>To demonstrate compliance with this criterion, the Offeror should provide a clear, complete and relevant description of their processes for each of the following points:</p> <p>a) Validation of grammar and spelling</p> <p>b) Conducting research for technical terms and</p>	Up to 18 points	

	Quality Assurance	<p>names (as required)</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 bullet point, the Offeror will be awarded points as follows:</p> <p>3 points: The description provided is clear, complete and relevant and demonstrates an understanding of the requirement</p> <p>2 points: The description is only partially clear, complete and relevant or does not fully demonstrate an understanding of the requirement</p> <p>1 point: A description provided is unclear and incomplete. Does not demonstrate an understanding of the requirement</p> <p>0 points: Not provided</p>		
<p><b>Offeror's Total Accumulated Points:</b></p>			<p>Stream 1: /49</p> <p>Stream 2: /49</p>	<p>70% is considered to be a passing mark.</p>

\* Clearly is defined as easy to perceive, understand, and/or interpret

\*\* Complete is define 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

### 4.1.3 Financial Evaluation

#### 4.1.3.1 Total Aggregate Price (TAP)

For evaluation purposes only, the following scenario of estimated quantities will be used by the Contracting Authority to calculate the TOTAL AGGREGATE PRICE (TAP). To calculate the TAP, the estimated total volume for the initial contract period and each of the four (4) option periods will be multiplied by the offeror's proposed prices from Annex B- Basis of Payment. The subtotals for the initial contract period and the four (4) option periods will be added together to obtain the total offer price.

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

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

## **ESTIMATED VOLUMES:**

### **For the Initial Standing Offer Period and All Option Years**

**Table 1: Estimated Volumes for Tier 1 Bids**

DESCRIPTION & DELIVERY STANDARD	UNIT	ESTIMATED QUANTITIES TRIBUNAL PROCEEDINGS	ESTIMATED QUANTITIES DECISIONS FROM THE BENCH
<b>A – Transcription Services</b>			
Verbatim transcription of client provided audio/video recordings in English or French			
1 Day Turnaround	Per word	15,000	10,000
2-Day Turnaround	Per word	30,000	20,000
3-Day Turnaround	Per word	60,000	40,000
5-Day Turnaround	Per word	100,000	100,000
10-Day Turnaround	Per word	100,000	100,000
<b>B- Additional Services</b>			
Hard Copy Standard 8.5 x 11 inch paper	Per page	1	1
Soft Copy USB/CD/DVD	Per USB/CD/DVD	Reimbursed at cost	
Courier Delivery		Reimbursed at cost	

**Table 2: Estimated Volumes for Tier 2 Bids**

DESCRIPTION & DELIVERY STANDARD	UNIT	ESTIMATED QUANTITIES TRIBUNAL PROCEEDINGS	ESTIMATED QUANTITIES DECISIONS FROM THE BENCH
<b>A – Transcription Services</b>			
Verbatim transcription of client provided audio/video recordings in English or French			
1 Day Turnaround	Per word	25,000	20,000
2-Day Turnaround	Per word	50,000	40,000
3-Day Turnaround	Per word	80,000	70,000
5-Day Turnaround	Per word	200,000	150,000
10-Day Turnaround	Per word	200,000	150,000
<b>B- Additional Services</b>			
Hard Copy Standard 8.5 x 11 inch paper	Per page	1	1
Soft Copy USB/CD/DVD	Per USB/CD/DVD	Reimbursed at cost	
Courier Delivery		Reimbursed at cost	

**Table 3: Estimated Volumes for Tier 3 Bids**

DESCRIPTION & DELIVERY STANDARD	UNIT	ESTIMATED QUANTITIES TRIBUNAL PROCEEDINGS	ESTIMATED QUANTITIES DECISIONS FROM THE BENCH
<b>A – Transcription Services</b>			
Verbatim transcription of client provided audio/video recordings in English or French			
1 Day Turnaround	Per word	35,000	30,000
2-Day Turnaround	Per word	60,000	60,000
3-Day Turnaround	Per word	90,000	80,000
5-Day Turnaround	Per word	300,000	250,000
10-Day Turnaround	Per word	300,000	250,000
<b>B- Additional Services</b>			
Hard Copy Standard 8.5 x 11 inch paper	Per page	1	1
Soft Copy USB/CD/DVD	Per USB/CD/DVD	Reimbursed at cost	
Courier Delivery		Reimbursed at cost	

## **4.2 Basis of Selection**

To be declared responsive, an offer must:

- (a) Comply with all the requirements of the Request for Standing Offer;
- (b) Meet all mandatory technical and financial evaluation criteria; and

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

---

- (c) Obtain the required minimum points of 70% for the technical evaluation criteria which are subject to point rating

Offers not meeting (a) or (b) or (c) will be declared non-responsive. All responsive offers will be recommended for issuance of a Standing Offer.

All submissions will be ranked according to the lowest evaluated price. The responsive bid with the lowest evaluated price will be recommended for the Right of First Refusal in their chosen Stream and Tier.



#### ATTACHMENT 1 TO PART 4: OFFERING FOR VERBATIM TRANSCRIPTION

The Offeror **must** use the table below to indicate the Stream(s) and Tier(s) for which they are submitting a bid. Offerors are encouraged to submit a bid for any combination for which they would like to be considered for the award of a Standing Offer. *No preference* is given to Offerors who submit bids for certain combinations over others.

Each selection box is evaluated separately. For more information on the Basis of Selection, please see Part 4, Section 4.2, Basis of Selection.

Offerors **must** mark an "X" in the box(es) for the selection(s) for which they would like to be considered.

**Table 1: Offeror's Selection for Verbatim Transcription of Client-Provided Recordings of Legal and Court Proceedings**

	Stream 1: English Only	Stream 2: French Only
<b>Tier 1</b>  Requirements where the <i>daily transcription capacity</i> does not exceed 15,000 words.		
<b>Tier 2</b>  Requirements where the <i>daily transcription capacity</i> is greater than or equal to 15,001 words, and less than 30,000 words.		
<b>Tier 3</b>  Requirements where the <i>daily transcription capacity</i> is greater than or equal to 30,001 words.		

## 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Former Public Servant

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

### Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

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

### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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

### 5.1.3 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

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

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

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

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

#### 5.2.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

#### 5.2.2 Status and Availability of Resources

The Offeror certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its offer will be available to perform the work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### 5.2.3 Education and Experience

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
- (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

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

### A. STANDING OFFER

#### 7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 7.2 Security Requirements

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.

The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B including an IT Link at the level of PROTECTED B.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition)

#### 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) (<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 "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 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 of the Standing Offer is from the date of Standing Offer award to April 30, 2020.

### **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 15 days 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 (or authorized representative)  
Supply Specialist



Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

Communications Procurement Directorate  
Public Works and Government Services Canada  
360 Albert Street, 12th Floor  
Ottawa, Ontario K1A 0S5

Telephone: 343-548-8791  
Facsimile: 613-991-5870  
E-mail: [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, he 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 User authorized to make call-ups against the Standing Offer is the Immigration and Refugee Board (IRB).

### 7.8 Call-up Procedures

IRB will issue Call-ups against the Standing Offer, up to a maximum limit of 300,000.00 (including HST).

**For each Stream and Tier**, Offerors awarded a Standing Offer will be ranked by the lowest cost per point. **For each Stream and Tier when services are required**, the top ranked supplier offering services in that Stream and Tier will be contacted first to determine their availability for the transcript request.

Once contacted, the first Offeror will be given one (1) hour to accept the work as described within the e-mail request. The Offeror may accept the work per the terms of the e-mail request, or the Offeror may decline to complete the work. The requirement will be offered to the next ranked Offeror in case of refusal, or lack of response within the designated time frame. If there are no available Offerors in the specified Tier and Stream, the Identified User can proceed to offer the work to suppliers in other Tiers in the order of their ranking until the work is accepted.

An Offeror will not be penalized for declining the work proposed by a given e-mail request.

For example: If there is a request for work to be completed under Tier 1 in French (Stream 2), then work will be offered to the highest ranked supplier offering services under that category. Should the work be declined, the Identified User will proceed through the list of suppliers in that Tier. Should the work be refused by all suppliers, the Identified User can offer the work (in order of ranking) to Offerors in Tiers 2 and subsequently 3 until the work is accepted.

#### **7.8.1 Contractor selection for requirements valued at over \$25,000 (applicable taxes included) - Selection Methodology (the Right of 1<sup>st</sup> Refusal)**

IRB must select the Standing Offer holder with the lowest price per point, offering services in the stream and tier when the transcription services are required. If the Offeror is unable to perform the work, the Standing Offer holder with the next highest combined rating of technical merit and price, in that stream and tier, will be selected.

If the selected Standing Offer holder has already exceeded the maximum call-up limit of \$300,000.00, IRB 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.

#### **7.8.2 Contractor selection for requirements valued at under \$25,000 (applicable taxes included)**

IRB reserves the right to issue a call-up with any Supply Holder of their choice (based on the Government Contracting Regulations Part 1, Section 6 (b) - contracting authority may enter into a contract without soliciting bids where the estimated expenditure does not exceed (i) \$25,000).

#### **7.8.3 Call-up process**

A Call-up document detailing the work to be undertaken, and the time line for completion, will be issued on an as and when required basis.

The call-up will provide the Offeror with the following information:

- (a) the call-up number;
- (b) the Work to be performed;
- (c) the validity period;
- (d) the total dollar value.

The transcript request will provide the Offeror with the following information:

- (a) the call-up number;
- (b) the details of the Work to be performed;
- (c) the title of the transcript;
- (d) the name of the person(s) to contact for information;
- (e) length of the recording or the estimated number of pages to be transcribed; an indication whether the Work is urgent or not;
- (f) the deadline and delivery time;
- (g) the target language.

The Offeror will be authorized to proceed with the Work specified in the transcript request by the issuance of a duly completed and signed Call-up against a Standing Offer. The Offeror cannot commence any Work until it has received a call-up and a transcript request that is signed by the Project Authority or the assistant representing the Project Authority.

**The Standing Offer Authority will be copied on the issuances of all Call-ups issued against the Standing Offer, regardless of financial value.**

## 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.

The following forms are available at the [Forms Catalog website](#):

- PWGSC-TPSGC 942, Call-up against a Standing Offer or an electronic version.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$300,000.00 (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) Annex C, Security Requirements Check List (if applicable);
- h) Annex E, Non-Disclosure Agreement (if applicable);
- i) Annex G, Information Technology Security Guide; and
- j) the Offeror's bid dated \_\_\_\_\_.

## 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

M3000C	Price Lists	2006-08-15
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 Ontario.

### 7.14 Unsatisfactory Performance with Respect to Quality

Work is deemed unsatisfactory if a combined total of seven (7) minor errors or 1 major error of the listed **Quality Standards in Annex H** are identified by the Project Authority.

In accordance with article 11 of the 2035 (2018-06-21) General Conditions – Higher Complexity - Services, the Project Authority may require the Contractor to redo all, or portions of, the unsatisfactory work.

If the Project Authority requires the Contractor to redo the work and the new work is deemed satisfactory and delivered within the allowable period for corrections (see 7.14.1 below), payment will be issued in accordance with article 16 of the 2035 (2018-06-21) General Conditions – Higher Complexity – Services.

If the Project Authority requires the Contractor to redo the work and the new work is deemed unsatisfactory or has not been delivered within the allowable period for corrections (see 7.14.1 below), the Contractor will receive payment in the amount of 50% of the cost of the transcript, after the transcript has been deemed satisfactory.

Should a Contractor's work be deemed unsatisfactory five (5) times, they will be found to be in default of carrying out their obligations under the Standing Offer. Contractor who is found in default will be issued a written notice by the Standing Offer Authority that the Standing Offer has been set aside in accordance with article 13 of the 2005 (2014-09-25) General Conditions – Standing Offers – Goods or Services.

Canada reserves the right to review and modify the **Quality Standards at Annex H** at the exercising of option years.

#### 7.14.1 Submission of Corrected Transcripts

The Contractor **MUST** return corrected transcripts within the following timeframes:

Category of Service	Allowable Period for Corrections
10 Days	48 hours
5 Days	48 hours
3 Days	24 hours
2 Days	24 hours
1 Day	12 hours

#### 7.14.2 Challenge Mechanism

From the date indicated on the notice of unsatisfactory performance, the Contractor has 3 working days to challenge the evaluation, failing which it shall be deemed to have accepted the unsatisfactory evaluation.

The challenge request must be sent by email to the Project Authority.

The challenge request must include the following:

- (a) Contractor's name;
- (b) Contract number;
- (c) Notice of unsatisfactory performance;

- (d) Name of Project Authority;
- (e) Contractor's reasons for challenging the unsatisfactory evaluation;
- (f) Evidence that the unsatisfactory evaluation is unjustified.

From the date indicated on the notice of unsatisfactory performance, the Project Authority has 10 working days to notify the Contractor whether or not the unsatisfactory evaluation stands.

If the Project Authority upholds the unsatisfactory evaluation, the Contractor may appeal to the Standing Offer Authority.

From the date indicated on the notice of unsatisfactory performance from the Project Authority, the Contractor has 3 working days to appeal to the Standing Offer Authority, failing which it shall be deemed to have accepted the unsatisfactory evaluation.

A challenge request sent to the Standing Offer Authority must follow the steps required to submit a challenge to the Project Authority and it must include the Project Authority's response.

From the date indicated on the notice of unsatisfactory performance, the Standing Offer Authority has 15 working days to notify the Contractor whether or not the unsatisfactory evaluation stands. The Standing Offer Authority's response is final.

If a challenge request submitted by the Contractor is found reasonable, the Contractor will be issued a payment for the remaining value of the transcript and the transcript will be deemed satisfactory.

#### **7.14.3 Transition Period**

The Contractor is obligated to complete all work in accordance with the **Quality Standards at Annex H**. The Transition Period is defined as the first individual Call-up against the Standing Offer awarded to a Contractor. The Transition Period is complete once all deliverables of the first Call-up against the Standing Offer have been completed. Work completed during the Transition Period is exempt from price reductions as described at Section 7.14. However, if the Quality Standards are not met during the Transition Period, the Contractor will be required to return a corrected transcript within the time periods described at Section 7.14.1. All subsequent Call-ups awarded after the Transition Period during the term of the Standing Offer including any extensions, are subject to all measures in Section 7.14.

#### **7.15 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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

#### 7.2.2 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 indicated in the call-up against the Standing Offer.

### 7.4 Term of Contract

#### 7.4.1 Period of the 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

#### 7.6.1 Basis of Payment

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

#### 7.6.2 Limitation of Expenditure

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

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.6.3 Monthly Payment**

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

### **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.
- c) One (1) copy must be submitted to the office which made the request

### **7.8 Insurance**

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



## ANNEX "A"

### STATEMENT OF WORK

#### 1. BACKGROUND

The Immigration and Refugee Board of Canada (IRB) is an independent tribunal. Its mission, on behalf of Canadians, is to resolve immigration and refugee cases efficiently, fairly and in accordance with the law. The IRB is made up of four divisions: the Refugee Protection Division (RPD), the Refugee Appeal Division (RAD), the Immigration Appeal Division (IAD) and the Immigration Division (ID).

#### 2. OBJECTIVE

The IRB has a requirement for the reproduction and preparation of transcripts from digital recordings and audio cassette tapes for their proceedings that take place on a daily basis in our offices across Canada. The transcription services are required on an "as and when required" basis. The volumes of Work mentioned do not necessarily reflect the actual volumes of Work that the IRB will contract for under the RFSO and the volume of Work that each qualified supplier will receive during the Standing Offer period and extension period(s), as the case may be.

The volume of work will be estimated in pages. Please refer to section A6.2, Scope of Work and Deliverables, for a break-down of the estimated work required by region. Based on the complexity of IRB cases, there may be a requirement for only a portion of the hearing to be transcribed and reproduced for the IRB. The volumes of Work may vary significantly depending on the demand.

All of the IRB hearing rooms are equipped with digital recording equipment and suppliers will be provided the recordings to be transcribed.

Delivery will be required across Canada to one of the following locations:

City	Office Location
Montreal	Commission de l'immigration et du statut de réfugié du Canada Complexe Guy-Favreau Tour Est, 200, boul René-Lévesque Ouest Montréal, Québec H2Z 1X4
Toronto	Immigration and Refugee Board 74 Victoria Street, Suite 400 Toronto, Ontario M5C 3C7
	Reception – Immigration Division 385 Rexdale Blvd Toronto, Ontario M9W 1R9
Vancouver	Immigration and Refugee Board Suite 1600-Library Square 300 West Georgia Street Vancouver, B.C. V6B 6C9

#### 3. SOFTWARE APPLICATIONS

The IRB may transmit and receive transcription requests using an electronic transmission system. The Contractor MUST have all of the required software licenses and be able to use all of the applications listed below at all times during the period of the Standing Offer.

- a) The operating system is Windows 7
- b) The software suite is the Microsoft 2010 - 2013 suite of products, which includes MS Word 2010 - 2013, MS Excel 2010 – 2013 and MS PowerPoint 2010 -2013
- c) Adobe Acrobat Pro 11 and Adobe Acrobat Pro DC11
- d) Entrust 9.3 for Windows and Entrust 9.2 for Outlook
- e) FileZilla FTP application (current version 3.25 but will be updated periodically)
- f) Valid electronic mail address
- g) Internet Explorer 11; and Chrome (always kept to the latest version)
- h) VIQ/RC Player

The IRB will provide the Contractor with a minimum of 30 calendar days' notice of any system requirement changes.

#### **4. EQUIPMENT AND MATERIAL**

The Contractor must have broadband (DSL/Cable) high-speed Internet connection for receiving transcription requests electronically.

Should IRB require any changes related to the electronic storage device or the means of transporting or transmitting the recordings, the Contractor will be advised in writing at least 30 days in advance.

#### **5. IRB'S RESPONSIBILITY**

##### **5.1 Transcriptions**

IRB will provide the Contractor electronic audio recordings, cassette tapes, or CD-ROMs for transcription. When courier transmittal and receiving is requested, the IRB will also provide a secure USB key for the transportation of the audio file and transmission of final transcripts. The IRB may also use an electronic transmission system (ie. E-mail). IRB will provide a glossary of terms to the Contractor once the standing offer is awarded.

##### **5.2 Quality Audits**

The IRB will perform random quality audits on the transcriptions received to confirm quality and accuracy.

#### **6. CONTRACTOR'S RESPONSIBILITY**

##### **6.1 Resource Requirements**

At all times during the Standing Offer Period (including all Option Periods), the Contractor MUST have the following types of resources to perform the Work described in the Statement of Work identified under Annex "A" herein:

- a) Project/Account Manager
- b) Transcribers
- c) Quality Assurance Officer

The Quality Assurance must be performed by a different, second, resource on all transcriptions. Both the Project/Account Manager and Transcribers may serve as Quality Assurance on projects for which they are not the primary transcriptionist. Project/Account Managers may serve as Transcribers, but a second resource MUST serve as Quality Assurance.

It is the responsibility of the contractor to ensure that each resource AND replacement of any resources from those proposed in their offer submission meet the requirements stipulated in the Request of the Standing Offer. A replacement must have with similar qualifications and experience, meet the criteria

used in the selection of the Contractor and be acceptable to IRB. IRB reserves the right to request verification of qualifications of any replacement personnel and request replacement of any resources that is deemed non-compliant to the standing offer.

## 6.2 Scope of work and Deliverables

The Contractor must deliver all work (transcription document) using encrypted electronic document, CD-ROM or IRB authorized USB key.

### Time-Stamping

For requests submitted by the Refugee Appeal Division (RAD), the Contractor is required to time-stamp transcriptions at intervals of 5 minutes.

### Pick-Up and Delivery

The Contractor must provide the quality of transcription required as per the "Quality of Transcription" section below.

The IRB may transfer transcription requests using encrypted electronic documents via a File Transfer Protocol (FTP) site. It is the Contractor's responsibility to collect the electronic documents for processing on a daily basis as the documents are deemed to be received the moment the files are transferred. IRB will always use FTP site where available. If an FTP site is unavailable for more than one (1) business day, IRB will require the use of courier.

If the use of an FTP site is not available AND the delivery requirement is within a turnaround period of two days or less, courier services MUST be used. Where courier services are used for a turnaround period of two days or less, the Contractor must be working within the city limits.

On an "as and when required basis" Canadian-based courier pick-up and delivery service to and from IRB offices between the hours of 8:30 a.m. and 2:00 p.m. daily, of the IRB office local time, must be available throughout the contract period where a FTP site is not used to transmit the request and the transcript. The fees for this service will be assumed by the Contractor.

The following are the IRB offices and the estimated level of effort over the course of the Standing Offer period where courier pick-up and delivery services will be made depending on where the request was initiated.

City	Office Location	Language(s) of Delivery	Estimated Quantities
Montreal	Commission de l'immigration et du statut de réfugié du Canada Complexe Guy-Favreau Tour Est, 200, boul René-Lévesque Ouest Montréal, Québec H2Z 1X4	French (62%) English (38%)	45,000,000 words  During the initial period of the Standing Offer
Toronto	Immigration and Refugee Board 74 Victoria Street, Suite 400 Toronto, Ontario M5C 3C7	English (98%) French (2%)	25,000,000 words  During the initial period of the Standing Offer
	Reception – Immigration Division 385 Rexdale Blvd Toronto, Ontario M9W 1R9		
Vancouver	Immigration and Refugee Board	English (98%)	11,250,000 words

	Suite 1600-Library Square 300 West Georgia Street Vancouver, B.C. V6B 6C9	French (2%)	During the initial period of the Standing Offer
--	---	-------------	--

### 6.3 Equipment

The Contractor must have a VIQ Player that will enable them to transcribe from 4 track recordings and also from CD-ROM and MP3. The Contractor must be able to produce electronic copies.

The Contractor is responsible for all associated costs.

### 6.4 Client Service

The Contractor must provide the following level of client service:

- a) a Project/Account Manager must be available between the hours of 9:00 and 17:30 EDT/EST (for Toronto or Montreal) or PST (for Vancouver);
- b) for after hours, a call answer service/voice messaging system must be in place for all other messages; and
- c) all phone and electronic mail (e-mail) messages sent during working hours must be returned within the same working day. The working day is defined as Monday to Friday, excluding statutory holidays, from 9:00 to 17:30 EDT /EST and on statutory holidays must be returned by 10:00 am next business day.

## 7. DELIVERABLES

### 7.1 Timeframes

All transcripts must be grouped into five (5) categories of service (turnaround times). Only the Project Authority for the IRB can request changes to the categories of service.

If a contractor is not able to meet the requested delivery timeframe, the Project Authority must be advised by the project/Account Manager within one (1) hour of receipt of the requests sent during business hours and by 10:00 am on the next business day for after-hour requests. If the contractor is unable to meet the requested delivery timeframe, IRB retains the right to cancel the requirement and obtain services from an alternate contractor that will be able to meet the required timelines. If the contractor fails to notify the Project Authority within the above timeframes, when they are not able to meet the required timeline, the contractor must meet the timeframe requested. IRB may deem the contractor in default of contract for failure to meet the prescribed time frame.

A working day is defined as Monday to Friday, excluding statutory holidays, from the hours of 9:00 to 17:30 EDT/EST (for Toronto or Montreal) or PST (for Vancouver). Refer to Annex "F" or a list of all statutory holidays for the Federal Public Service.

#### a) 10 DAY

- x Must be received by the IRB within ten (10) working days of receipt.

Example:

Monday – The Contractor receives the transcript request.

Tuesday – First working day.

Wednesday – Second working.

Thursday- Third working day.

Friday – Fourth working day.  
Monday- Fifth working day.  
Tuesday – Sixth working day.  
Wednesday – Seventh working day.  
Thursday – Eighth working day. Friday – Ninth working day.  
Monday- Tenth working day, the IRB must receive the transcript by 4:00 pm of the source IRB office local time.

**b) 5 DAY**

x Must be received by the IRB within five (5) working days of receipt.

Example:

Thursday – The Contractor receives the transcript request.

Friday – First working day.

Monday — second working day.

Tuesday – Third working day.

Wednesday – Fourth working day,

Thursday – Fifth working day, IRB must receive the transcript by 4:00pm of the source IRB office local time

**c) 3 DAY**

x Must be received by the IRB within three (3) working days of receipt.

Example:

Tuesday – The Contractor receives the transcript request.

Wednesday – First working day.

Thursday – Second working day.

Friday – Third working day, IRB must receive the transcript by 4:00 p.m. of the source IRB office local time

**d) 2 DAY**

x Must be returned to the IRB within two (2) working days of receipt.

Example:

Wednesday – The Contractor receives the transcript request.

Thursday - First working day

Friday — second working day, IRB must receive the transcript by 4:00pm of the source IRB office local time.

**e) 1 DAY**

x Must be returned to the IRB within one (1) working day of receipt.

Example:

Thursday – The Contractor receives the transcript request.

Friday – First working day, IRB must receive the transcript by 4:00 pm of the source IRB office local time.

All requests must only be requested by and returned to the IRB.

## **7.2 Transcription Tracking and Cover Sheet**

The Contractor must provide a cover sheet with all daily deliveries to the IRB. This coversheet must serve as a monitoring tool for the IRB to ensure that timeframes are being adhered to by the Contractors. For billing purposes, the cover page must be considered as half (½) page.

The cover sheet must always include all of the following information in Excel format:

- a) All of the file numbers and names of all transcripts included with the delivery;
- b) Date cassette tape /CD-ROM/IRB authorized USB key or digital recordings are sent by IRB
- c) Date cassette tape /CD-ROM/IRB authorized USB key digital recordings are sent to the IRB;

- d) Number of words per transcript (listed for each individual transcript);
- e) Name of each and every person who performed work on the transcription; and
- f) Name of each and every person who performed quality assurance on the transcription.

Contractors must provide monthly reports to IRB (see attachment 1 to Annex "A" – Sample Monthly Report Format).

### 7.3 Transcription Format

The IRB requires all transcripts to be prepared according to the standards below and in accordance with the templates provided to the qualified Contractors.

- a) If additional copies are required they must be quoted on a per page rate which will form part of the official bid. Only a designated representative of the IRB can authorize additional copies of transcripts;
- b) 8.5 x 11 inch paper;
- c) Times New Roman font in 11 pt. font size;
- d) Single-spaced (6 lines to the inch), except double-spaced between Questions (Q) and Answers (A) or between speakers;
- e) Margins:
  - i. Top & Bottom - 1 inch with page number centered 1 inch from top;
  - ii. Left margin - 1 ¼ inch; and x Right margin - 1 inch.
- f) Lines to be numbered along the left hand side of each page of the transcript within 3/4 of an inch from the left margin;
- g) No indentation for paragraphs - speakers require the indentation of three spaces;
- h) Copy(s) collated in sets and stapled in the upper left corner;
- i) Clear quality copies without toner mark on paper or any other marks; and
- j) Participants must be identified in the entire transcript by title only. When there are several speakers, each person must be identified by their title, such as IRB Member, Counsel, Person Concerned, Interpreter, etc. however, it should not include who the speaker is addressing (for example, Member to Person Concerned).
- k) For RAD transcripts, timestamping at intervals of every five minutes.
- l) The first and last name of the participants must be listed on the cover page

### 7.4 Quality Assurance

The IRB will expect that all transcribed material must be accurate and correct. The IRB will also expect that the Contractor must adhere to all formats specified in the Statement of Work and in the templates provided when a call-up is issued. In the event the electronic file transfer system is not operational or used by the IRB, and the Contractor must use a courier service, the Contractor must provide the IRB with two (2) paper copies of the transcript of all hearings along with the original IRB authorized USB key, cassette tape, or CD-ROM where applicable.

Transcription errors/inaudibles will not be acceptable for any reason other than poor quality (i.e. heavy accents, significant background noise, etc.) of the recordings provided by IRB.

All work must be proofread and certified, "This is a True Copy" of the cassette tape, CD-ROM, IRB authorized USB key, or digital recordings by the transcriber. This certification must ensure that the transcriber has proofed all of the work.

Transcribers must print and sign their name (electronic signature is accepted where transcript requests are processed electronically).

The Contractor must have a minimum of one (1) English Quality Assurance Officers for Stream 1 and a minimum of one (1) French Quality Assurance Officer(s) for Stream 2, who will be responsible for reviewing all transcripts to ensure that:

- a) omissions have not been made;
- b) the wrong speaker is not identified;
- c) original CD, IRB authorized secure USB and/or cassette are attached to the transcript;
- d) accurate dates and names are listed throughout the transcript;
- e) the prescribed format for the cover page is applied to each transcript;
- f) the prescribed font size is used;
- g) the prescribed signature page format is adhered to;
- h) the pages of the transcript are paginated correctly;
- i) the complete name, date and signature is included;
- j) the content is accurate;
- k) the grammar is correct; and
- l) for RAD transcripts, the transcript is timestamped at intervals of five minutes.

## **7.5 Transcript Quality Control process**

The IRB will randomly review documents received as follows:

- a) Listen to the recording and review the hard copy or electronic transcript for any discrepancies;
- b) The IRB will list any errors, omissions, and audible corrections on a Microsoft Word or Microsoft Excel document;
- c) The Microsoft Word or Excel document of transcript errors and audible corrections will be sent to the Standing Offer holder for corrections;
- d) The Standing Offer holder must correct and return the document within the timelines set by the IRB.

## **7.6 Transcription Errors**

A high quality of transcription proceedings is essential to the conduct of the IRB's business and its reputation. A high quality of transcription is defined as transcripts that are prepared within the prescribed timeframes. A high quality of transcription must also only include transcripts that do not have any critical errors. The IRB must audit a selection of transcripts received for accuracy of tombstone data/information, for example names, dates, file numbers; grammar, legal references, formatting and vocabulary.

## **7.7 Transcription Error Corrections**

If the IRB discovers that a transcript is not complete, correct, or is otherwise not satisfactory, the transcript must be returned to the Contractor.

The corrected/replaced transcript must be received by the IRB within the timeframe specified by the local IRB office in the request. This period must begin from the date that the corrections are sent to the contractor. The corrections must be received by the required delivery date and local time of the IRB office as specified in the Standing Offer.

Payment will not be issued until a complete copy of the transcript, free of errors indicated in section 7.3 and 7.4, has been received.

## **7.8 Audio Files**

The original CD-ROMS, cassette tape(s) and IRB authorized USB key MUST, at all times, be returned to the IRB upon completion of the work along with the transcript. The Contractor must not make any copies of the CD-ROMS, IRB authorized USB key or cassette tape(s) provided of any work.

## **8. FORMAT AND LAYOUT**

The Contractor must not apply any publicity or distinctive markings (stamps, business cards, stickers, notes, etc.) to the Work returned—either electronically or in hard copy.  
All Work must be delivered without any hand-written corrections and must respect the format, pagination, layout and any specific characteristics.

## **9. CONSTRAINTS**

### **9.1 Training**

No paid training will be provided by the IRB to the Contractor or to the persons performing Work on its behalf. The Contractor will be directed by the Project Authority or its delegated authority and will be required to work in consultation with other IRB staff members and possibly other Contractors.

### **9.2 Relocation**

The Crown will not reimburse any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Standing Offer.

### **9.3 Parking Fees**

All costs associated with parking fees incurred by the Contractor and its resources in performance of the Work are the sole responsibility of the Contractor and will not be reimbursed by the Crown.

### **9.4 Courier Fees**

The Contractor must ship the goods via a Canadian-based approved courier.

## **10. LOCATION OF WORK**

The Contractor must ensure that all work under the Standing Offer is processed in Canada only.

## **11. ACCOUNT MANAGERS**

Provides answers to general inquiries from representatives of the IRB. General inquiries include but are not limited to problems, concerns, errors, performance, deliverable time frames, clarifications and concerns involving the IRB and/or the Contractor, etc. Fulfills the role of being the Contractor's main point of contact for all matters. This includes but is not limited to invoicing, quality control, transmission (physical and electronic), liquidated damages etc.



---

## ANNEX "B"

### BASIS OF PAYMENT

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

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

**The offeror is required to submit firm, all-inclusive unit rates, as detailed below, applicable taxes extra if applicable.** All prices are inclusive of all expenses incurred in the performance of the work including but not limited to: quality assurance, word processing, reports, photocopying, reference books, network and Internet security services and access fees and certification cost and time, training, computers, software, technology upgrades, telephone services and all other related expenses. No other fees, costs or amounts will be paid by the IRB.

Prices must include the cost of conversion by the Offerors to an acceptable digital process.

**Prices below must include all cost associated with transcribing, and the delivery of one electronic copy.**

Prices must include the provision of all revised copies and return of the electronic media storage.

**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.

Offerors MUST submit pricing in accordance with the table in Annex B for the initial contract period, and each option year.

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

a) For the initial contract period from date of contract award to April 30<sup>th</sup>, 2020.

DESCRIPTION & DELIVERY STANDARD	UNIT	TRIBUNAL PROCEEDINGS	DECISIONS FROM THE BENCH
<b>A – Transcription Services</b> Verbatim transcription of client provided audio/video recordings in English or French			
1 Day Turnaround	Per word	\$ _____	\$ _____
2-Day Turnaround	Per word	\$ _____	\$ _____
3-Day Turnaround	Per word	\$ _____	\$ _____
5-Day Turnaround	Per word	\$ _____	\$ _____
10-Day Turnaround	Per word	\$ _____	\$ _____
<b>B- Additional Services</b>			
Hard Copy Standard 8.5 x 11 inch paper	Per page	\$ _____	\$ _____
Soft Copy USB/CD/DVD	Per USB/CD/DVD	\$ _____	\$ _____
Courier Delivery		Reimbursed at cost	

b) For **Option Period 1** from May 1<sup>st</sup>, 2020 to April 30<sup>th</sup>, 2021

DESCRIPTION & DELIVERY STANDARD	UNIT	TRIBUNAL PROCEEDINGS	DECISIONS FROM THE BENCH
<b>A – Transcription Services</b> Verbatim transcription of client provided audio/video recordings in English or French			
1 Day Turnaround	Per word	\$ _____	\$ _____
2-Day Turnaround	Per word	\$ _____	\$ _____
3-Day Turnaround	Per word	\$ _____	\$ _____
5-Day Turnaround	Per word	\$ _____	\$ _____
10-Day Turnaround	Per word	\$ _____	\$ _____
<b>B- Additional Services</b>			
Hard Copy Standard 8.5 x 11 inch paper	Per page	\$ _____	\$ _____

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

Soft Copy USB/CD/DVD	Per USB/CD/DVD	\$ _____	\$ _____
Courier Delivery		Reimbursed at cost	

c) For **Option Period 2** from May 1<sup>st</sup>, 2021 to April 30<sup>th</sup>, 2022

DESCRIPTION & DELIVERY STANDARD	UNIT	TRIBUNAL PROCEEDINGS	DECISIONS FROM THE BENCH
<b>A – Transcription Services</b> Verbatim transcription of client provided audio/video recordings in English or French			
1 Day Turnaround	Per word	\$ _____	\$ _____
2-Day Turnaround	Per word	\$ _____	\$ _____
3-Day Turnaround	Per word	\$ _____	\$ _____
5-Day Turnaround	Per word	\$ _____	\$ _____
10-Day Turnaround	Per word	\$ _____	\$ _____
<b>B- Additional Services</b>			
Hard Copy Standard 8.5 x 11 inch paper	Per page	\$ _____	\$ _____
Soft Copy USB/CD/DVD	Per USB/CD/DVD	\$ _____	\$ _____
Courier Delivery		Reimbursed at cost	

d) For **Option Period 3** from May 1<sup>st</sup>, 2022 to April 30<sup>th</sup>, 2023

DESCRIPTION & DELIVERY STANDARD	UNIT	TRIBUNAL PROCEEDINGS	DECISIONS FROM THE BENCH
<b>A – Transcription Services</b> Verbatim transcription of client provided audio/video recordings in English or French			
1 Day Turnaround	Per word	\$ _____	\$ _____
2-Day Turnaround	Per word	\$ _____	\$ _____
3-Day Turnaround	Per word	\$ _____	\$ _____
5-Day Turnaround	Per word	\$ _____	\$ _____
10-Day Turnaround	Per word	\$ _____	\$ _____
<b>B- Additional Services</b>			

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

Hard Copy Standard 8.5 x 11 inch paper	Per page	\$ _____	\$ _____
Soft Copy USB/CD/DVD	Per USB/CD/DVD	\$ _____	\$ _____
Courier Delivery		Reimbursed at cost	

e) For **Option Period 4** from May 1<sup>st</sup>, 2023 to April 30<sup>th</sup>, 2024

DESCRIPTION & DELIVERY STANDARD	UNIT	TRIBUNAL PROCEEDINGS	DECISIONS FROM THE BENCH
<b>A – Transcription Services</b> Verbatim transcription of client provided audio/video recordings in English or French			
1 Day Turnaround	Per word	\$ _____	\$ _____
2-Day Turnaround	Per word	\$ _____	\$ _____
3-Day Turnaround	Per word	\$ _____	\$ _____
5-Day Turnaround	Per word	\$ _____	\$ _____
10-Day Turnaround	Per word	\$ _____	\$ _____
<b>B- Additional Services</b>			
Hard Copy Standard 8.5 x 11 inch paper	Per page	\$ _____	\$ _____
Soft Copy USB/CD/DVD	Per USB/CD/DVD	\$ _____	\$ _____
Courier Delivery		Reimbursed at cost	

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECKLIST**

*(Please see attached)*



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

86100-17-0005

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

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



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

86100-17-0005

Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

☒ No ☐ Yes  
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes  
Non Oui

☐ No ☐ Yes  
Non Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes  
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☐ No ☒ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☐ No ☒ Yes  
Non Oui





Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

86100-17-0005

Security Classification / Classification de sécurité

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

## ANNEX D

### TRANSCRIPT REQUEST SAMPLE

*Note: Style may vary from one region to another*

RECORDING UNIT - TRANSCRIPT REQUEST – RPD		
File Number	Name	Relationship

Country:	
Counsel:	

Date(s) of hearing (delete dates not required)				
Hearing Date (month/day/year)	Time (hh:mm)	Room	Member	Interpreter

#### Portion of transcript requested

<input type="checkbox"/> Bench Decision only	<input type="checkbox"/> Time in:		<input type="checkbox"/> Time out:	
--	-----------------------------------	--	------------------------------------	--

<input type="checkbox"/> 7 Day Oral Decision only
---

<input type="checkbox"/> Full Transcript	Please Provide CM Approval - Signature:	
--	---	--

<input type="checkbox"/> Federal Court
--

<b>Reason for request:</b>		
<b>Return transcript to:</b>	Name:	
	Phone No.:	
	Team:	
	Date Request Sent:	
<b>Requested by:</b>	Name:	
	Phone No.:	
	Team:	
	Date Required:	
<b>Authorized IRB Staff signature:</b>		

**BEFORE SUBMITTING REQUEST FORM PLEASE:  
ENSURE INFORMATION IS ENTERED CORRECTLY AND REQUEST IS COMPLETED.**

IRB Recording Unit use Only	
Date Sent:	
No. of Cassette tapes/CDs/IRB Secure USBs:	
Returned:	
Quality (Check one):	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory
Allowable Period for Corrections:	<input type="checkbox"/> 12hrs <input type="checkbox"/> 24hrs <input type="checkbox"/> 48hrs Deadline: hh:mm dd:mm:yy
Corrections made in allotted time:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of Unsatisfactory Transcripts:	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

---

## ANNEX "E"

### NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of 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

## **ANNEX "F"**

### **STATUTORY HOLIDAYS**

The following days shall be designated statutory holidays:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) Provincial or civic holiday (does not include Family Day); and
- (l) One additional day when proclaimed by an Act of Parliament as a National Holiday.

## ANNEX "G"

### IT SECURITY GUIDE IT Security Requirements (Technical Document)

This document outlines the IT Security requirements for call-ups understanding offer number 86100-1700003 for the processing of protected information up to and including the level of PROTECTED B.

The Security requirements for the call-up are those included in the Operational Security Standard: [Management of Information Technology Security \(MITS\)](#).

Following are additional requirements:

1. Each Contractor requiring access to PROTECTED information must hold a valid RELIABILITY STATUS security clearance, granted by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor shall not provide access to IRB's information to subcontractors, volunteers, offenders or other parties, unless individuals have been authorized by IRB, hold a valid RELIABILITY STATUS clearance and have a legitimate need-to-know to process IRB's information.
3. The Contractor shall not grant individuals without a RELIABILITY STATUS security clearance access to computers that are or were previously used to process IRB's information or permit those same individuals to assist with the care or operation of the computer systems used to access IRB's information.
4. The Contractor shall ensure that all of its employees who are involved in this contract are completely aware of their security obligations related to the handling of PROTECTED information as explained in Chapter 5 of the [Industrial Security Manual](#).
5. If PROTECTED information is stored or processed on a computer belonging to the Contractor and/or on Portable Data Storage Devices such as a USB flash drive or a Compact Disc, the information must be protected by a strong password and encrypted using a product that meets the Federal Information Processing Standard 140-2 (FIPS 140-2).

Characteristics of a Strong Password:

- All passwords must be a minimum of eight characters in length.
  - The password must contain at least one letter in uppercase, one number, one special character and one letter small case.
  - Passwords must be changed every 3 months (90 days)
  - 10 previous passwords cannot be reused.
  - Passwords should not be words that can be found in a dictionary or are commonly-used slang or jargon.
  - Passwords should not be based on publicly known fictional characters from books, films, and so on.
  - Passwords must not be based on the IRB's or Contractor's name or geographic location.
  - Passwords must not be based on a users' personal information or that of his or her friends, family members, or pets. Personal information includes logon I.D., name, birthday, address, phone number, social insurance number, or any permutations thereof
6. The Contractor shall operate computers used to complete the contract only in an Operations Zone as defined in the [Treasury Board's Operational Security Standard on Physical Security](#).

- 
7. When not in use, the Contractor(s) must secure all PROTECTED information stored on Portable Data Storage Devices in an approved security container as explained in Chapter 5 of the [Industrial Security Manual](#).
  8. The Contractor shall ensure that IRB's information is not viewable or could be overheard by unauthorized people while IRB's information is being processed.
  9. The Contractor transporting any PROTECTED information must use an approved security container and follow operational standards while handling it as explained in Chapter 5 of the [Industrial Security Manual](#).
  10. Electronic exchange of PROTECTED information must be encrypted using a product that meets FIPS 140-2 standard.
  11. All documentation produced or completed by the Contractor, which contains IRB's information shall have its sensitivity labeled in the upper right hand corner on the face of each page of the document. Also all hardware devices (e.g. PCs, printers, removable Portable Data Storage Devices and backup tapes) will be labelled appropriately. (Security Markings).
  12. Government contractual data is to be segregated from other contractual data and corporate data in a way which allows all government contractual data to be immediately security wiped upon request of the client.
  13. All Electronic Data Storage Devices: hard disks, Portable Data Storage Devices, backup media, etc. that contain PROTECTED information shall be disposed of using security procedures defined in the Clearing and Declassifying Electronic Data Storage Devices (ITSG-06) to ensure no residual PROTECTED data can be read off these devices, this would also include printers, multi-function printers and photocopiers which utilize an internal hard drive.
  14. Unless prescribed otherwise by law, the Contractor must permanently remove all sensitive electronic information that belongs to IRB or was processed in the completion of the contract, from any storage medium belonging to the Contractor or any of its agents after the information has been processed.
  15. If it has been determined that the computer hard disk used to process or store PROTECTED information is no longer serviceable, or is to be decommissioned for any other reason the Contractor shall surrender the hard disk to IRB for destruction.
  16. When using wireless, it is to conform to the configuration guidelines in ITSG-41.
  17. The Contractor is liable for any damages incurred as a result of the compromise of any PROTECTED information.
  18. The Contractor must report to the Project Authority, any security compromise including loss or theft of PROTECTED information within two hours of detection.
  19. The Contractor may request a copy of all applicable departmental policies and standards from the Project Authority.
  20. On a frequency to be determined by IRB's Information Technology Security team, the IRB retains the right to conduct inspections of the contractor's facility to ensure compliance with Government of Canada standards and policies with respect to prevention, detection, response and recovery requirements in the Operational Security Standard: Management of Information Technology Security and this Security Requirement Checklist.

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

---

21. On a frequency to be determined by IRB's Corporate Security Team the IRB retains the right to conduct inspections of the Contractor's facility to ensure compliance with Government of Canada standards and policies with respect to the handling, storage and processing of sensitive information and this Security Requirement Checklist.

## ANNEX "H"

### QUALITY STANDARDS

Reference	Type of Error	
<b>Transcription Accuracy</b>		<b>Major/Minor</b>
1	Incorrect cover page format	Minor
2	Cover page missing	Major
3	Identifying the wrong speaker	Major
4	Incorrect/missing dates, names and/or titles or line numbers	Major
5	Incorrect/missing and/or incomplete oath/affirmation of the parties	Major
6	Omitting words and/or phrases	Major
7	Adding additional words and/or phrases	Major
8	Transcripts containing more than seven errors related to content accuracy	Major
9	Altering words	Major
10	Transcripts containing more than seven grammatical errors	Major
11	Page(s) missing	Major
<b>Transcription Format</b>		
12	Poor quality copy with toner and/or other marks	Minor
13	Incorrect paper size	Minor
14	Incorrect indentation	Minor
15	Incorrect stapling	Minor
16	Incorrect line spacing	Minor
17	Incorrect format for the body of the transcript	Minor
18	Incorrect font size and/or font	Minor
19	Incorrect document pagination	Minor
20	Incorrect signature page format	Minor
21	Visible corrections on transcript	Major
22	No timestamping at every 5-minute intervals ( <i>Transcripts for the Refugee Appeal Division only</i> )	Minor
23	Failing to return the original IRB authorized USB key, cassette(s) and/or CD(s) along with the transcript	Minor
24	No signatures to confirm work performed (e.g. Quality Assurance Officer)	Minor
25	First and last name of participants not identified on the cover page	Major
26	Certification missing	Major

Solicitation No. - N° de l'invitation  
86100-170005/A  
Client Ref. No. - N° de réf. du client  
86100-170005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cy034.86100-170005

Buyer ID - Id de l'acheteur  
cy034  
CCC No./N° CCC - FMS No./N° VME

## ATTACHMENT 1 TO ANNEX "A"

### SAMPLE MONTHLY REPORT FORMAT (to be provided as an Excel document)

SAMPLE MONTHLY REPORT				
(OFFEROR'S INFO)	STANDING OFFER No.:			
	MONTH: (DD/MM/YYYY):			
	NUMBER OF CD-ROM(S)/IRB Secure USBs:			
	NUMBER OF CASSETTE TAPE(S):			
FILE NUMBER	PERSON CONCERNED	# OF PAGES	METHOD	COPIES
TOTAL PAGES FOR EACH DIVISION:				
RPD	IAD	ID	TOTAL PAGES:	
NUMBER OF PAGES	RATE PER WORD (\$0.00)	TOTAL NUMBER OF COPIES:	RATE PER COPY (\$0.00)	