



RETURN BIDS TO :

**RETOURNER LES
SOUMISSIONS À:**

Courts Administration Service | Service
administratif des tribunaux judiciaires
Contracting and Materiel Management |
Contrats et gestion du matériel

Attn : Aldée Lépine

aldee.lepine@cas-satj.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Courts Administration Service

We hereby offer to sell to Her Majesty the Queen in
right of Canada, in accordance with the terms and
conditions set out herein, referred to herein or
attached hereto, the goods, services, and
construction listed herein and on any attached sheets
at the price(s) set out thereof.

**Proposition aux: Service administratif des
tribunaux judiciaires**

Nous offrons par la présente de vendre à Sa Majesté
la Reine du chef du Canada, aux conditions
énoncées ou incluses par référence dans la présente
et aux annexes ci-jointes, les biens, services et
construction énumérés ici sur toute feuille ci-
annexées, au(x) prix indiqué(s)

Comments - Commentaires

**This document contains a Security
Requirement.**

**La présente demande comporte des
exigences en matière de sécurité.**

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

Issuing Office – Bureau de distribution

Courts Administration Service
Contracting & Materiel Management
90 Sparks St
Ottawa (ON), K1A 0H9

Title – Sujet Court Reporting, Court Registrar, and Transcription Services for the Province of Québec	
Solicitation No. – N° de l'invitation 5X001-19-0020	Date 2019-08-07
Client Reference No. – N° référence du client 5X001-19-0020 – Amd 001	
GETS Reference No. – N° de référence de SEAG PW-19-00884847	
File No. – N° de dossier 5X001-19-0020	TBIPS Supply Arrangement
Solicitation Closes – L'invitation prend fin at – à 2 :00 PM / 14:00 on – le 2019-08-27	Time Zone Fuseau horaire Eastern Standard Time (EST) Heure normale de l'Est (HNE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Aldée Lépine (aldee.lepine@cas-satj.gc.ca)	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 613-799-4885	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification, and the Integrity Check.

1.2 Summary

This bid solicitation is being issued to fulfill the requirement of the Courts Administration Service (hereinafter referred to as "CAS" or Canada) for the services of transcription, court reporting and court registrar services for the Province of Québec for proceedings of the Federal Court of Appeal, the Federal Court, the Court Martial Appeal Court of Canada and the Tax Court of Canada (the Courts) on an "as and when requested basis".

It is intended to result in the award of one (1) contract from contract award to March 31, 2021, plus three (3) one (1) year irrevocable options allowing Canada to extend the term of the contract.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders 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.

The requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), but is subject to the Canadian Free Trade Agreement (CFTA).

Further to Annex 5 (Services) Paragraphs 2 and 3 of World Trade Organization Agreement on Government Procurement (WTO-AGP), WTO-AGP does not apply to this procurement.



Further to Annex 1001.1b-2, Appendix 1001.1b-2-A, Schedule of Canada, R. Professional, Administrative and Management Support Services, Services Exclusions by Major Service Category:
R104 Transcription services; and
R116 Court Reporting Services.
of the North American Free Trade Agreement (NAFTA), NAFTA does not apply to this procurement.

Further to Annex 19-5 – Services of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), CETA does not apply to this procurement.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

Bids must be submitted to the CAS by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted only by electronic mail to CAS will be accepted. Bids shall be transmitted by electronic mail to the following address:

aldee.lepine@cas-satj.gc.ca

2.3 Former Public Servant

The Bidder must submit the information required in Sections 2.3.2 and 2.3.3 as part of their bid.

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

2.3.1 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.

2.3.2 Former Public Servant in Receipt of a Pension – Information Required

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

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

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

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

2.3.3 Work Force Adjustment Directive – Information Required

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

CAS has determined that any intellectual property (IP) rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

Appendix A:

"Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software."



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted. In accordance with section 2.2, bids shall be transmitted only by electronic mail.

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Price Schedule detailed in Attachment 1 to Part 3.

3.1.1 Electronic Payment of Invoices – Bid

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.

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

3.1.2 SACC Manual Clauses

Section III: Certifications

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



ATTACHMENT 1 TO PART 3, PRICE SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid.

Bidders must provide a complete listing of all resources that they propose for this requirement along with the all-inclusive **per-diem daily** rate, travel expenses and the estimated level of effort to complete the work.

The price/rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel expenses that may need to be incurred for:

- a) work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed at both CAS' Montreal and Quebec City locations
- b) travel between the successful bidder's place of business and CAS' Montreal and Quebec City locations

The inclusion of any volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

PART 1

These following numbers represent CAS' best estimates as to the number of sitting days required. No guarantee will be made for the number of hearings, nor will CAS be charged for the estimated amounts. Rates should be submitted using the following format and the Bidder should calculate its total price.

COURT REPORTING – PER-DIEM DAILY RATE

Regular hearings	Estimated number of sitting days per year (A)	Period from Date of Award to March 31, 2021 (B)	Option Period #1 April 1 st , 2021 to March 31 st , 2022 (C)	Option Period #2 April 1 st , 2022 to March 31 st , 2023 (D)	Option Period #3 April 1 st 2023 to March 31 st , 2024 (E)	Total Price A x $\{(1.67 \times B) + C + D + E\} =$ (F)
English	25	\$	\$	\$	\$	\$
French	20	\$	\$	\$	\$	\$
Bilingual	25	\$	\$	\$	\$	\$
Bidder's total price for court reporting sitting fees						Total T1 = \$

COURT REGISTRAR – PER-DIEM DAILY RATE



Regular hearings	Estimated number of sitting days per year (A)	Period from Date of Award to March 31, 2021 (B)	Option Period #1 April 1 st , 2021 to March 31 st , 2022 (C)	Option Period #2 April 1 st , 2022 to March 31 st , 2023 (D)	Option Period #3 April 1 st , 2023 to March 31 st , 2024 (E)	Total Price A x $\{(1.67 \times B) + C + D + E\} =$ (F)
English	5	\$	\$	\$	\$	\$
French	20	\$	\$	\$	\$	\$
Bilingual	180	\$	\$	\$	\$	\$
Bidder's total price for court registrar						Total T2 = \$



PART 2

TRANSCRIPTS:

These following numbers represent CAS' best estimates as to the number of pages of transcripts ordered by CAS. No guarantee will be made for the number of transcripts requested, nor will CAS be charged for the estimated amounts. Rates should be submitted using the following format and the Bidder should calculate its total price.

The following numbers do not include pages of transcripts ordered by the parties or members of the public.

Transcription costs are firm all-inclusive rates per page including delivery and are based on the time of delivery requested. The delivery period that applies for pricing purposes is from the date the request for transcript is being made and NOT from the hearing date. Transcription costs are further separated by first copy and second copy costs.

Second Copy means any Copy of a Transcript that is ordered subsequent to the very first Copy produced.

The second copy rate must be lower than the first copy rate for any identical delivery period, format and Contract period. For example the second copy price per page for an electronic transcript that has a delivery period of 10 days period MUST be lower than the first copy price per page for an electronic transcript that has the same delivery period.

Note: When a party or member of the public orders a paper copy, they will also be provided with an electronic copy by the Bidder at no additional charge.

Condensed transcripts are to be provided when requested at no extra charge to the parties.

TRANSCRIPTS – FIRST COPY
PRICE PER PAGE

Delivery period	Format	Estimated number of pages per year (A)	Period from Date of Award to March 31, 2021 (B)	Option Period #1 April 1 st , 2021 to March 31 st , 2022 (C)	Option Period #2 April 1 st , 2022 to March 31 st , 2023 (D)	Option Period #3 April 1 st 2023 to March 31 st , 2024 (E)	Total Price A x $\{(1.67 \times B) + C + D + E\} =$ (F)
Normal: 10 days	electronic	5,300	\$	\$	\$	\$	F1 = \$
	paper	5,300	\$	\$	\$	\$	F2 = \$
Rapid: 5 to 9 days	electronic	1500	\$	\$	\$	\$	F3 = \$
	paper	660	\$	\$	\$	\$	F4 = \$
Expedited: 2 to 4 days	electronic	1500	\$	\$	\$	\$	F5 = \$
	paper	660	\$	\$	\$	\$	F6 = \$
Daily 24 hour	electronic	660	\$	\$	\$	\$	F7 = \$
	paper	660	\$	\$	\$	\$	F8 = \$
Bidder's total price for Transcripts from date of order fee							
Sum F1 through F8 = TOTAL T3 =							\$



TRANSCRIPTS – SECOND COPY PRICE PER PAGE

Delivery period	Format	Estimated number of pages per year (A)	Period from Date of Award to March 31, 2021 (B)	Option Period #1 April 1 st , 2021 to March 31 st , 2022 (C)	Option Period #2 April 1 st , 2022 to March 31 st , 2023 (D)	Option Period #3 April 1 st 2023 to March 31 st , 2024 (E)	Total Price A x $\{(1.67 \times B) + C + D + E\} =$ (F)
Normal: 10 days	electronic	500	\$	\$	\$	\$	F1 = \$
	paper	500	\$	\$	\$	\$	F2 = \$
Rapid: 5 to 9 days	electronic	50	\$	\$	\$	\$	F3 = \$
	paper	50	\$	\$	\$	\$	F4 = \$
Expedited: 2 to 4 days	electronic	50	\$	\$	\$	\$	F5 = \$
	paper	50	\$	\$	\$	\$	F6 = \$
Daily 24 hour	electronic	50	\$	\$	\$	\$	F7 = \$
	paper	50	\$	\$	\$	\$	F8 = \$
Bidder's total price for Transcripts from date of order fee							
Sum F1 through F8 = TOTAL T4 =							\$

PART 3: FOR EVALUATION PURPOSES, RESPONSIVE BIDDER WITH THE LOWEST TOTAL PRICE WILL BE AWARDED A CONTRACT

For Evaluation Purposes

Sections	Bidders all-inclusive proposed Price (applicable taxes excluded)
T1	\$ _____
T2	\$ _____
T3	\$ _____
T4	\$ _____
Total = T1+ T2+T3+T4	\$ _____



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Evaluation procedures in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

For bid evaluation and Bidder selection purposes only, the evaluated price of a bid will be determined in accordance with the Price Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC *Manual* Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria



ATTACHMENT 1 to PART 4 - EVALUATION PROCEDURES

1. Mandatory Technical Criteria

- (a) The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (b) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.
- (c) The security clearance, résumé (qualifications and experience of the proposed resource(s)) will be assessed against the requirement set out in the RFP. The Project Authority reserves the right to request current reference checks, and to verify accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed individual (resource) to perform the required services, the Project Authority reserves the right to reject the proposed resource.

Mandatory Technical Criteria (MT)		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	<p>The Bidder must have a minimum of three (3) years' of combined experience providing court reporting, court registrar and transcription services**.</p> <p>** Can include work performed at Federal, Provincial, or Municipal Boards, Commissions or Tribunals.</p>	<p>The following information at a minimum should be provided:</p> <ul style="list-style-type: none"> a) Client name and contact information. b) Description of services provided and /or training received, as applicable. c) Start and end dates of services provided. (month/yr. to month/yr.)
MT2	<p>The Bidder must include in their bid the following minimum number of bilingual (French-English) Court Reporters, each with twelve months of experience using proven digital or verbatim reporting techniques (for example, Stenotype, Steno mask or Shorthand), within the period of April 1, 2014 to March 31, 2019:</p> <ul style="list-style-type: none"> (a) Three (3) bilingual <p>The 12-month period does not need to be consecutive.</p> <p>Only the minimum number of resources identified above is required to meet this mandatory requirement. Any resources provided above the minimum identified will only be evaluated in the event the first resources do not meet the mandatory requirement.</p>	<p>The following information at a minimum, should be provided:</p> <ul style="list-style-type: none"> a) Individual court reporter's name; b) Description of individual's experience in courtroom or regulatory tribunal reporting; c) Client name and contact information d) Start and end date of services provided by the individual Court reporter (month/year to month/year) e) Reporting technique



MT3

The Bidder must provide in either official language a paper and electronic copy on CD of a court or regulatory tribunal transcript THAT INCLUDES EACH AND EVERY ONE OF the following specifications:

Specifications	Paper	Electronic
A title page which identifies the hearing location and date, the Court file number, the presiding Judge, the names of counsel present and the parties represented, and the court reporter's		
Either a Table of Contents or Index must be included that lists the exhibits and witnesses;	Not evaluated	
Each speaker is to be identified by name;		
A break in the hearing is clearly identified by indicating whether it is a recess, adjournment, a break or concluded;		
All pages shall be numbered at the top centre of the page;		
Each line shall be numbered for easy reference using the automatic numbering function available in Microsoft Word;		
Starting and finishing times must be included;		
New paragraph or new speakers shall be indented no more than fifteen (15) spaces from the edge of the left margin;		

Bidder to provide sample in electronic and paper formats.

Bidder can modify an existing transcript to meet these requirements.

Please see Annex "E" for a sample transcript meeting the specifications.



	A maximum of five (5) spaces shall be left after a colon before continuing with text;			
	Each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;			
	Font to be used is Courier new;	Not evaluated		
	Names and complete addresses of witnesses called to testify shall be indicated in the transcript;			
	Margins to be no greater than: Top Margin: 1.0" (the top margin refers to the space between the top edge of the page and the first line of the text)	Not evaluated		
	Bottom Margin: 1.0" (the bottom margin refers to the space between the bottom edge of the page and the last line of the text)	Not evaluated		
	Left Margin: 1.5" (the left margin refers to the space between the left edge of the page and the first character of the text, other than the line number)	Not evaluated		
	Right Margin: 1.0" (the right margin refers to the space between the last character of the text and the right edge of the page)	Not evaluated		
	Certificate on the last page must bear the transcriptionist's signature, typed name and date.			



	<p>The transcripts shall be prepared in accordance with the following guidelines:</p> <ul style="list-style-type: none">- Canadian spelling shall be used at all times for terms such as "favour", "colour", "judgment" honour etc			
	<p>Not Applicable</p>			
	<p>Not Applicable</p>			



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.



The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [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 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex "A".

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

7.3 Security Requirements

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid Reliability Status, granted or approved by CISD/PWGSC
3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex "C"
 - b) Industrial Security Manual (Latest Edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2021 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to CAS the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period(s) of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



CAS may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through notice to the Contractor.

7.4.4 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Dominik Giroux
Title: Manager, Contracting and Materiel Management
Organization: Courts Administration Service
Address: 940-90 Sparks Street, Ottawa (ON), K1A 0H9
Telephone: 613-992-3629
E-mail address: dominik.giroux@cas-satj.gc.ca

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

7.5.2 Project Authority [to be completed at Contract Award]

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

7.5.3 Contractor's Representative

Name: _____



Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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 Payment

7.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ (**amount to be inserted at contract award**). Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. 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% committed, or
 - b. four 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.

7.7.3 Travel Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.



All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost:

7.7.4 Method of Payment (Monthly Payment)

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel expenses;
- d. a copy of the monthly progress report.



2. Invoices must be distributed as follows:

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

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 Integrity Check

The Contractor must immediately inform the Contracting Authority whenever there are any changes to the names listed at "Annex F - Integrity Check" during the performance of the contract. In the event that the Contractor is not successful at maintaining an approved form, Canada reserves the right to terminate the contract.

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2018-06-21), Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Electronic Payment Instruments;
- (g) Annex E, Federal Contractors Program for Employment Equity - Certification;
- (h) Annex F, Integrity Check;



-
- (i) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.13 Insurance

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



ANNEX "A"

STATEMENT OF WORK

1.0 TITLE

Transcription, Court Reporting and Court Registrar services for the Province of Quebec.

2.0 BACKGROUND

Courts Administration Service (CAS) was established on July 2, 2003 by the *Courts Administration Service Act*, S.C. 2002, c. 8. to provide administrative services to four (4) national courts of law (the "Courts"): The Federal Court of Appeal (FCA), the Federal Court (FC), the Court Martial Appeal Court of Canada (CMACC) and the Tax Court of Canada (TCC) (the Courts). The Courts are itinerant, sitting and hearing cases across Canada. The proceedings are held in either or both of Canada's official languages.

To provide Transcription, Court Reporting and Court Registrar services on an "as and when required basis" in the Province of Quebec.

3.0 GLOSSARY

Condensed Transcript: A transcript with a word index which contains two or four transcript pages per page.

Per Diem Daily Rate: Hours worked based on a 7.58-hour workday, including ½ for lunch. Partial days will be prorated based on actual hours worked based on a 7.5 8-hour workday. Minimum compensation of 4 hours will be applied when a resource presents to work ~~as per the Act respecting labour standards of the Province of Quebec (https://www.cnt.gouv.qc.ca/en/wages-pay-and-work/work-schedule/index.html).~~

DARS: Digital Audio Recording System used by CAS.

Extended Hearings: Hearing of three or more days with transcripts ordered by all parties on a daily basis.

Hearing: Any type of hearing held by one of the Courts such as, but not limited to, trials, judicial reviews, motions, case management conferences, pre-trial conferences, mediations and appeals.

Overtime: Where a full day sitting extends past 7.5 8 hours, overtime shall be paid time and a half ~~as per the Act respecting labour standards of the Province of Quebec (https://www.cnt.gouv.qc.ca/en/wages-pay-and-work/overtime/index.html).~~

Portal: Website that serves as a gateway or a main entry point ('cyber door') on the internet to a specific field-of-interest or an industry. The Portal will provide an interface between the Contractor and CAS in order to submit Transcription requests and to receive completed Transcriptions.

Weekends: ~~Where a Court Reporter and/or Court Registrar are booked on a weekend or holiday, they shall be paid as per the Act respecting labour standards of the Province of Quebec (https://www.cnt.gouv.qc.ca/en/wages-pay-and-work/overtime/index.html).~~



4.0 DESCRIPTION OF SERVICES

4.1 Court Reporting and Transcription Services

All Court Reporters must have at minimum twelve (12) months' experience providing Court Reporter services in federal, provincial or municipal boards, commissions or tribunals reporting using proven digital or verbatim reporting techniques, such as Stenotype, Stenomask or Shorthand.

The Contractor shall supply bilingual personnel, to provide complete court reporting services for scheduled hearings. The Contractor may provide their own equipment to record the proceeding unless otherwise requested by the Project Authority to use DARS. A separate back-up system (e.g. Tascam) for digitally recording the proceedings must be utilized at all times.

The Court Reporter, shall execute the functions established by CAS as outlined in directives or any other documents, forms, instructions, and policies related to the functions of a Court Reporter.

For the use of DARS, training may be provided by a CAS representative to the Court Reporter on the operation of this equipment. Whether using DARS or their own equipment, each Court Reporter is required to ensure the proper use of the recording equipment and the preparation of audio recordings on an as and when requested basis.

There may be multiple hearings scheduled for the same day and situations where the Contractor may only be given short notice. The Contractor is required to have sufficient resources to meet all requirements. In such event, the Contractor must provide the resumes of additional resources for approval of CAS prior to them commencing work.

The Court Reporter shall dress conservatively and in a manner that enhances the professional image of the Court.

4.2 Court Registrar Services

All Court Registrar must have knowledge of the principles of law and specific practices and procedures in a judicial or quasi-judicial environment which includes a Federal Board, Commission, Tribunal or Court (Federal, Provincial or Municipal) to be able to assist judges and litigants as required. They must also have knowledge of legal terminology to ensure compliance with litigation practices and procedures.

The Project Authority will assess the proposed resource's qualifications and has the right to refuse the proposed resource or to provide any training deemed necessary in order to satisfy the Project Authority that the proposed resource meets the requirement for Court Registrar, as set out below.

The Court Registrar shall execute the functions established by CAS as outlined in directives or any other documents, forms, instructions, and policies related to the functions of a Court Registrar as provided by the Project Authority. The Project Authority has full discretion to make amendments to the functions of the Court Registrar, as well as their execution.

The Court Registrar prepares the courtroom before the commencement of the hearing. They will execute the functions required by the Judge, i.e.: calling parties, rescheduling a case, faxing and photocopying documents. They must ensure all decorum and protocol is being respected at all times. They make proclamations in Court and administer oaths or solemn affirmations of witnesses. They take minutes, file exhibits, prepare a list of exhibits and load the cases onto the digital recording equipment and record the hearing.

Training will be provided by CAS on the role and responsibilities of Court Registrar as established by the 4 Courts.



The Project Authority will inform the Contractor of all pertinent details of the hearing such as the type of hearing, gowning requirement and any special instructions relating to the Court's materials/equipment.

The Contractor shall use DARS unless otherwise authorized by the Project Authority to use their own equipment to record the proceedings. A separate back-up system (e.g. Tascam) for digitally recording the proceedings must be utilized at all times. Where the Contractor's own equipment is used, a copy of the audio recording must be provided to the Project Authority at the end of the sitting.

For the use of DARS, training may be provided by a CAS representative to the Court Registrar on the operation of this equipment. Whether using DARS or their own equipment, each Court Registrar is required to ensure the proper use of the recording equipment and the preparation of audio recordings on an as and when requested basis.

For the Federal Court of Appeal, the Federal Court and the Court Martial Appeal Court of Canada's hearings, the Court Registrar must be gowned in formal Court attire for Trials, Judicial reviews and Appeals, and conservative dress for Motions and Conferences.

For the Tax Court of Canada General Procedure's hearings the Court Registrar must be gowned in formal Court attire and conservative dress for Informal proceedings.

The Project Authority will notify the Contractor as to the type of hearings for which the gown must be worn. CAS will provide the Court Registrar with the formal gown. The Contractor will be responsible for the maintenance costs of such gowns while in the possession of the Court Registrar. The gowns must be returned to CAS upon request and in good condition.

When hearings are held in a hearing location other than an office of the CAS, the Contractor shall ensure that any photocopies are made at a reasonable cost. The cost of photocopies shall be billed through the regular invoices and supported by a receipt.

The Court Registrar undertakes to return all Court documents, including those filed at the hearing, the Minutes of Hearing and the audio file (if using own equipment), to CAS no later than the first working day following the end of the sitting.

A copy of the audio recording file, backup MP3 recording of the hearing and electronic copy of the minutes of hearing are to be prepared by the Court Registrar at the end of each hearing and delivered as directed by the Project Authority. The file names shall follow the naming convention established by the Project Authority and shall include the name of the case, the court file number, the Judge's code, the date and location of the hearing.

e.g. TC###_2015-####(IT)G_20180202.doc
FCROY_T-123-99_20180202.mp3

The Contractor shall use updated manuals/procedures provided to them by CAS for any updates/changes to process

Unless otherwise instructed by the Project Authority, the electronic transmission of audio files will be completed through use the Portal supplied by the Contractor. In some instances, CDs may be requested by the presiding Justice or the Project Authority. In those cases, CDs labels shall include the name of the case, the court file number, the Judge's code, and the date and location of the hearing. Smaller files such as minutes of hearing may be transmitted by e-mail as agreed upon between the Project Authority and the Contractor.

[Training Requirements for Court Reporter and Court Registrar \(resources\)](#)



The Contractor agrees that the resources will undergo any training deemed necessary by CAS. This training could include:

- ❖ Court Registrar services for the FCA, FC, CMAC and TCC ,including the preparation of minutes of hearing;
- ❖ Use of digital recording equipment and preparation of audio CDs, as applicable.

Compensation for up to one day of training will be provided at one half the ~~per diem~~ daily rates upon successful completion of the course. Additional training, to be determined by CAS official, shall be at the same rate.

Compensation for up to two (2) days of practical training (such as observance of court proceedings and in-court mentoring) in a courtroom environment for each Court will be provided. Additional training, if necessary and to be determined by CAS officials, shall be at the same rate.

The number of Contractors' personnel trained will be determined by the Project Authority based on operational requirements.

Refresher training will be offered to resources as may be required.

4.3 Transcription Services

Delivery of the transcripts is at the expense of the Contractor.

Where a transcript does not comply with CAS' transcript specifications at Attachment 1 to Annex A (as may be updated by CAS from time to time) or otherwise contains an error, the Project Authority may return the work to the Contractor for correction and exercise the remedies set out in this SOW and the Contract.

Minor Errors. A transcript may not contain an error rate of more than one "Minor Error", such as punctuation, per two pages of transcript, a failure to meet a transcript specification or an error is grammar or vocabulary that does not impact the legal meaning of the sentence. Upon receipt of a returned transcript or notice of a Minor Error from the Project Authority, the Contractor shall correct the work at his/her own expense and return it to the Project Authority within the turnaround time originally specified in the order for the transcript. If the Contractor fails to deliver the corrected transcript within the original turnaround time, for that transcript, CAS will pay the rate applicable to the slower turnaround time for the transcript which rate will be discounted by 10%.

Substantive or Major Errors. An error in grammar or vocabulary or other error that impacts the legal meaning of the sentence, or more than one minor error per two pages will be considered a Substantive or Major Error. In addition to the other remedies available to CAS pursuant to the Contract, upon discovering a Substantive or Major Error, the Project Authority may return the transcript to the Contractor for correction and the Contractor shall correct the work at his/her own expense and return it to the Project Authority within the original turnaround time, discounting the original invoice by 20%. If the transcript is returned in a time frame that is longer than the original turnaround time, the Contractor will charge the rate applicable for the actual turnaround time for the corrected transcript, discounted by 20%.

Where the Contractor fails to meet CAS' transcript specifications, the Project Authority may return the work to the Contractor for correction and the Contractor shall correct the work at his/her own expense and return it to the Project Authority within the original delivery period. If the transcript is returned after the original delivery period, the Contractor will charge the next delivery period rate for the transcript, discounted by 10%.

Where the Project Authority receives written complaints regarding the quality of the transcript and where it has been brought to the Contractor's attention, this may constitute sufficient grounds for terminating the Contract.



A signed certificate will be provided by the Contractor for all transcripts, whether they are ordered digitally or as a hard copy.

Irrespective of where the hearings are held, the Contractor must be capable of providing the following turnaround times for transcripts depending on the requirements of the parties or CAS:

- Daily Copy (Real time) (i.e. overnight delivery to be received by the requesting party on or before 9:00 AM the day after the hearing);
- Expedited Delivery within five (2-4) days from receipt of the request;
- Rapid Delivery within ten (5-9) days from receipt of the request;
- Normal Delivery (ten (10) days from receipt of the request).

The Contractor undertakes to prepare the transcripts using the software selected as per the Contract.

- 1) The Contractor must transmit the transcript using the medium selected by the Project Authority. The medium will be paper, compact disc, or electronically through e-filing, email or any Portal stipulated by the Project Authority.
- 2) The label for CDs shall conform to the technical specifications set out above.
- 3) The Contractor must provide the transcripts and/or recordings to the appropriate Project Authority. Delivery of a transcript and/or recording to the incorrect Court or section will result in a breach of Contract;
- 4) Transcripts will have style and format guidelines. The Project Authority will provide the guidelines to the Contractor who shall comply with the Court's requirements.
- 5) The Project Authority may request access to the Contractor's secure FTP site at no cost to the Court. Where internet is required, the Contractor shall provide an internet link.
- 6) Requirements specific to the Federal Court:

Transcripts for the Federal Court, as requested by the presiding judge, are to be delivered electronically with a printed hard copy to the Project Authority with an accompanying invoice, unless otherwise directed by the Court.

- 7) Requirements specific to the Tax Court of Canada:

The transcripts for the Tax Court of Canada are to be sent by e-filing, unless otherwise specified by the Project Authority.

Transcripts over 100 pages for the Tax Court of Canada are to be printed and sent to the address below, which initiated the service request:

Courts Administration Service
200 Kent Street
Ottawa (ON) K1A 0H9

Only transcripts of show cause hearings for the Tax Court of Canada are to be sent automatically to the Registry within ten (10) working days, of the day on which the hearing is completed, or sooner if requested by the judge or the Project Authority.



4.4 TRANSCRIPT SPECIFICATIONS

All transcripts shall comply with the specifications set out in Attachment 1 to Annex A - Statement of Work, as may be amended from time to time upon written notice to Contractor.

Where the hearing contains a presiding judge or prothonotary's reasons for judgement, the transcript shall not be released to anyone other than the presiding judge or prothonotary of the hearing.

Whenever a part of a hearing is in-camera or confidential, transcripts of confidential portions must be prepared by the Contractor only for the Project Authority and for counsel of record that appeared at the particular in camera or confidential hearing.

A Court may also issue directions on the delivery of the transcripts.

The preparation of transcripts may be from the Court's own DARS CD or traditional recording methods, depending on the situation, as determined by the Project Authority. CAS will identify which recording method will be used for the hearing. Where CAS records its own hearing and requires a certified paper transcript, the CD or audio file, along with the minutes of hearing, will be sent to the Contractor who will prepare an accurate certified verbatim transcript of the hearing from DARS CDs produced by CAS staff, within the prescribed timeframes. In some cases, an electronic version will be requested.

A signed certificate will be provided by the Contractor for all transcripts delivered, whether they are ordered digitally or as a hard copy.

Transcripts are to be provided in Microsoft Office Word format but CAS reserves the right to change this requirement to other software during the term of the Contract. The Contractor will be given thirty (30) days' notice of any changes to CAS software. The following naming convention must be used:

Court underscore, file number underscore, date of hearing (YYYYMMDD) underscore, judge's name.doc.

Digital recordings are to be produced in MP3 48 KHz format (not 44.1 KHz). Where applicable, digital recordings produced by the Contractor's equipment must include the media player. The following naming conventions must be used for all recording files and folders:

TC###_2015-####(IT)G_20180202.doc
FCROY_T-123-99_20180202.mp3

Where an audio recording of the hearing is to be copied on a CD prepared by the Contractor, the label on the audio recording shall include the name of the case, the court file number, the name of the presiding Judge and the date and location of the hearing. All copies of audio recording shall be provided to CAS for all sitting, no exceptions.

The Contractor and its employees shall abide by all appropriate guidelines pertaining to office and/or computer system security.

5.0 AVAILABILITY OF PERSONNEL

The Contractor when required by the Project Authority, must supply resources that will be available to perform the required services as required by the Project Authority and at the time specified in the request for Services, or agreed to with the Project Authority.



The Contractor shall provide the Project Authority with the curriculum vitae of each resource. The Contractor shall provide the Project Authority with a list of names, phone number and email address of all resources. The Contractor shall inform the Project Authority of any changes to that list.

The Project Authority, to the greatest extent possible, shall provide at least two (2) days' notice of the need of the services. The Contractor shall provide CAS with an immediate response (no later than end of that business day, or sooner as identified by CAS in its request, when a request is made for urgent service) as to its plan to provide the services requested.

It is the Contractor's responsibility to have the required number of resources available. The Project Authority may refuse the services of a particular resource based on current or past complaints from the Registry or Project Authority, or as directed by the Court. The Contractor will have been advised in writing of any complaints, in which case the Contractor shall provide a trained and security cleared replacement within 48 hours on site that is acceptable to the Project Authority.

If the Project Authority authorizes travel to or within a region, the Contractor shall provide an address and phone number where the Contractor may be reached a minimum of three (3) days prior to the hearing.

The Contractor undertakes to inform the Project Authority in writing at least ten (10) working days prior to the sitting if the Contractor is not available to provide the services of a resource.

The Contractor shall have at all times during the course of the Contract, an experienced manager available on call with the authority to make any necessary decisions on behalf of the Contractor, should difficulties arise.

CAS also reserves the right to refuse a particular resource and the Contractor shall provide a trained and security cleared replacement that is acceptable to the CAS before the contract commences.

6.0 CANCELLATIONS

Cancellation Fees for Hearings: All CAS orders for services that are cancelled by the Project Authority with at least 2 business days' notice prior to the date of the hearing will not be subject to any cancellation fees payable to Contractor. Weekend days will be deemed business days for purposes of this section if the cancellation notice was provided earlier than 5:00 pm on a Friday. Each day of a hearing will be treated separately for the purposes of cancellation. For example, if a hearing is scheduled for 5 days starting on Monday and the hearing is cancelled on the Sunday prior to commencement, then cancellation fees will only apply to the Monday and Tuesday hearing dates. The cancellation fee will not exceed the half day rate.

Cancellation fees for Conference calls: Conference calls will be compensated up to one hour at the Contractor's ~~per-diem~~ daily rate where less than 1 business day notice has been provided.

7.0 HEARING DAYS

Most sitting days are expected to be of seven (7) hours duration from 9:30 a.m. and 4:30 p.m. inclusive of a one half hour lunch break as well as any other breaks as the Court directs. The Project Authority will book services according to time estimates provided to the Courts and will provide reasonable notice of any changes to the Court sitting schedule, whenever possible. Where the Contractor must appear at Court, they shall be paid a ~~per-diem~~ daily rate as per the length of the hearing. Sitting days may vary in length with little or no notice given. Where the Court extends the hearing day beyond (7.58) hours, the Contractor shall be paid at the overtime rate (see Glossary, reference for Overtime). The Court Reporter and/or Court Registrar must remain and provide Services until the end of the hearing.



The Contractor shall have its Court Reporter and/or Court Registrar on location at least 45 minutes before commencement of a hearing or any portion thereof, to ensure their equipment is installed and functioning and they are available to commence at the designated time (Court Reporter) and/or to ensure the recording system's (DARS) functionality and to provide enough time to perform pre-hearing set-up (Court Registrar).

8.0 COPYRIGHT AND LICENSES

Her Majesty in Right of Canada exclusively owns the copyright in:

- (a) all audio recordings of Court proceedings, regardless of the medium on which it is stored and regardless of whether the audio recording is produced by the DARS or by Contractor personnel using Contractor-supplied audio recording equipment; and
- (b) all transcripts produced by Contractor personnel in any medium, whether or not ordered by CAS or any other party pursuant to this Contract.

Subject to CAS' ownership rights, CAS grants the Contractor the exclusive, non-transferable right to sell copies of the transcripts produced by the Contractor to purchasers however this right does not extend to, and expressly excludes, audio recordings of the hearings or any transcripts of reasons for judgments. The Contractor is not authorized to sublicense or otherwise grant any of the rights it is granted herein to any other party.

For greater clarity:

- a) the Contractor is strictly prohibited from distributing, selling or otherwise releasing audio recordings of hearings other than to CAS or the Court; any other party seeking an audio recording of the hearings or a transcript of the Court's oral reasons must be directed to request them from the Court.
- b) Where a party requests an audio copy of a hearing that has been digitally recorded by Contractor, CAS may provide such a copy to the party without notice or payment to the Contractor.
- c) The Court may at any time and at its discretion, authorize the release an audio recording of any hearing to a third party without notice to the Contractor for any purpose including to allow that party to have a transcript prepared of the hearing.

CAS or the Court shall have the right to reproduce as many copies of the paper transcript or digital version of transcripts or portions thereof, as are required for its own use without any payments to Contractor.

Any personal information, as defined in the Privacy Act, R.S.C., 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has not right in any such personal information. The Contractor must maintain the confidentiality of the information or data supplied by Canada and the personal information as required in the General Conditions. The Contractor must return all the information belonging to Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information of information derived from it.

9.0 NON-EXCLUSIVITY

CAS makes no guarantee of the value or volume of work to be assigned to the Contractor. It is further



understood that the Contractor does not have exclusive rights to all sittings or the delivery of transcripts pursuant to this contract. CAS has the right to contract with other Reporting Firms for the same or similar deliverables, or may obtain the same deliverables internally.

The Contractor shall ensure that the work done can be undertaken and completed without any conflict of interest. During the term of the Contract, the Contractor shall not undertake or engage in any work for another client that could reasonably result in a conflict of interest. In the event of any doubts as to whether or not there is or could be a conflict, the decision of CAS will be final and binding.

CAS reserves the right to opt out of the contract to seek out additional bids to deal with “specialty services”, including real-time court reporting services, for a period of twenty five (25) days at the option of the Project Authority., or may obtain the same deliverables internally.

10.0 LANGUAGE OF THE REQUIREMENT AND OFFICIAL LANGUAGES

The Contractor shall provide all services in both official languages, English and French, as requested by the Project Authority. The Court Reporter and/or Court Registrar shall have knowledge of the terminology being used.

For any request to purchase a transcript of a proceeding, the purchasers shall be able to communicate with and obtain those services from the Contractor in either official languages, including via the Internet site of the Contractor.

11.0 SECURITY

The Contractor guarantees that Court Reporters and Court Registry Services providing services under this contract have a valid security clearance level of Reliability Status.



ATTACHEMENT 1 TO ANNEX A – STATEMENT OF WORK

TRANSCRIPT SPECIFICATION

Transcripts shall be required to conform to the following specifications:

General Specifications

- Copyright Notice - All transcripts shall contain the copyright notice as found in article 2035 20 (2018-06-21) of the General Conditions – Services as follows:

© **Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).**

For paper copies:

- no more than one hearing day per volume;
- each volume must have a title page which identifies the hearing location and date, the Court file number, the presiding Judge, the names of counsel present and the parties represented and the court reporter's name;
- each volume must have a table of contents or index which is generated by the Word "Table of Contents" feature, which will include a list of witnesses called by counsel and the filing of exhibits by number;
- each speaker is to be identified by name;
- each recess, adjournment, or other break will be clearly noted as BREAK, RECESS, ADJOURNMENT OR CONCLUDED;
- each volume shall be securely bound stapled or cerlox bound;
- all pages shall be numbered at the top centre of the page;
- each line shall be numbered for easy reference using the automatic numbering function available in Microsoft Word;
- each last page shall have a certificate bearing the Court Reporter's signature, typed name and, date;
- starting and finishing times shall be indicated on all hearing transcripts;
- new paragraph or new speakers shall be indented no more than fifteen (15) spaces from the left margin;
- a maximum of five (5) spaces shall be left after a colon before continuing with text;
- each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;
- font to be used is Courier new;
- names and complete addresses of witnesses called to testify shall be indicated in the transcript;
- Margins to be no greater than:
 - Top Margin: 1.0" (the top margin refers to the space between the top edge of the page and the first line of the text)
 - Bottom Margin: 1.0" (the bottom margin refers to the space between the bottom edge of the page and the last line of text)
 - Left Margin: 1.5" (the left margin refers to the space between the left edge of the page and the first character of the text, other than the line number)
 - Right Margin: 1.0" (the right margin refers to the space between the last character of the text and the right edge of the page)

Electronic Copies:

- transcript to be prepared in Microsoft Word format unless otherwise directed by the Project Authority in its sole discretion with 30 days' notice to the Contractor.
- the label, on the CD shall include the name of the case, the court file number, the name of the presiding Judge and the date and location of the hearing;
- the set up is to be consistent, where applicable, with the printed version requirements set out above in



Transcript Specification;

- each last page shall have a certificate bearing the Court Reporter's/Transcriber's signature, typed name and, date;
- starting and finishing times shall be indicated on all hearing transcripts;
- new paragraph or new speakers shall be indented no more than fifteen (15) spaces from the left margin;
- a maximum of five (5) spaces shall be left after a colon before continuing with text;
- each page shall contain no less than twenty-eight (28) lines per page, using a 12 pitch font with the exception of the cover, the front page and the last page;
- font to be used is Courier new;
- names and complete addresses of witnesses called to testify shall be indicated in the transcript;
- Margins to be no greater than:
 - Top Margin: 1.0" (the top margin refers to the space between the top edge of the page and the first line of the text)
 - Bottom Margin: 1.0" (the bottom margin refers to the space between the bottom edge of the page and the last line of text)
 - Left Margin: 1.5" (this refers to the space between the left edge of the page and the first character of the text, other than the line number)
 - Right Margin: 1.0" (the right margin refers to the space between the last character of the text and the right edge of the page)

The transcripts shall be prepared in accordance with the following guidelines:

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



ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for work performed under the Contract.

1.0 SERVICES

These following numbers represent CAS' best estimates as to the number of sitting days required. No guarantee will be made for the number of hearings, nor will CAS be charged for the estimated amounts. Rates should be submitted using the following format and the Bidder should calculate its total price.

CONTRACT PERIOD:

COURT REPORTING – PER DIEM DAILY RATE

Regular hearings	Estimated number of sitting days per year	Period from Date of Award to March 31, 2021	Total Price
English	25	\$	\$
French	20	\$	\$
Bilingual	25	\$	\$
TOTAL			\$

Rates for Realtime Reporting Services will be requested when required.

COURT REGISTRAR – PER DIEM DAILY RATE

Regular hearings	Estimated number of sitting days per year	Period from Date of Award to March 31, 2021	Total Price
English	5	\$	\$
French	20	\$	\$
Bilingual	180	\$	\$
TOTAL			\$



OPTION PERIODS:

COURT REPORTING – PER DIEM DAILY RATE

Regular hearings	Estimated number of sitting days per year	Option Period #1 April 1 st , 2021 to March 31 st , 2022	Option Period #2 April 1 st , 2022 to 2023 March 31 st ,	Option Period #3 April 1 st 2023 to March 31 st , 2024
English	25	\$	\$	\$
French	20	\$	\$	\$
Bilingual	25	\$	\$	\$

Rates for Realtime Reporting Services will be requested when required.

COURT REGISTRAR – PER DIEM DAILY RATE

Regular hearings	Estimated number of sitting days per year	Option Period #1 April 1 st , 2021 to March 31 st , 2022	Option Period #2 April 1 st , 2022 to 2023 March 31 st ,	Option Period #3 April 1 st 2023 to March 31 st , 2024
English	5	\$	\$	\$
French	20	\$	\$	\$
Bilingual	180	\$	\$	\$



TRANSCRIPTS SERVICES

CONTRACT PERIOD:

TRANSCRIPTS – FIRST COPY PRICE PER PAGE

Delivery period	Format	Estimated Number of pages per year	Period from Date of Award to March 31, 2021	Total Price
Normal: 10 days	electronic	5,300	\$	\$
	paper	5,300	\$	\$
Rapid: 5 to 9 days	electronic	660	\$	\$
	paper	660	\$	\$
Expedited: 2 to 4 days	electronic	660	\$	\$
	paper	660	\$	\$
Daily 24 hour	electronic	660	\$	\$
	paper	660	\$	\$
TOTAL				\$

TRANSCRIPTS – SECOND COPY PRICE PER PAGE

Delivery period	Format	Estimated number of pages per year	Period from Date of Award to March 31, 2021	Total Price
Normal: 10 days	electronic	500	\$	\$
	paper	500	\$	\$
Rapid: 5 to 9 days	electronic	50	\$	\$
	paper	50	\$	\$
Expedited: 2 to 4 days	electronic	50	\$	\$
	paper	50	\$	\$
Daily 24 hour	electronic	50	\$	\$
	paper	50	\$	\$
TOTAL				\$



OPTION PERIODS:

TRANSCRIPTS – FIRST COPY PRICE PER PAGE

Delivery period	Format	Estimated number of pages per year	Option Period #1 April 1 st , 2021 to March 31 st , 2022	Option Period #2 April 1 st , 2022 to 2023 March 31 st ,	Option Period #3 April 1 st 2023 to March 31 st , 2024
Normal: 10 days	electronic	5,300	\$	\$	\$
	paper	5,300	\$	\$	\$
Rapid: 5 to 9 days	electronic	1500	\$	\$	\$
	paper	660	\$	\$	\$
Expedited: 2 to 4 days	electronic	1500	\$	\$	\$
	paper	660	\$	\$	\$
Daily 24 hour	electronic	660	\$	\$	\$
	paper	660	\$	\$	\$

TRANSCRIPTS – SECOND COPY PRICE PER PAGE

Delivery period	Format	Estimated number of pages per year	Option Period #1 April 1 st , 2021 to March 31 st , 2022	Option Period #2 April 1 st , 2022 to 2023 March 31 st ,	Option Period #3 April 1 st 2023 to March 31 st , 2024
Normal: 10 days	electronic	500	\$	\$	\$
	paper	500	\$	\$	\$
Rapid: 5 to 9 days	electronic	50	\$	\$	\$
	paper	50	\$	\$	\$
Expedited: 2 to 4 days	electronic	50	\$	\$	\$
	paper	50	\$	\$	\$
Daily 24 hour	electronic	50	\$	\$	\$
	paper	50	\$	\$	\$



2.0 COST REIMBURABLE EXPENSES

2.1 Authorized travel and expenses for Work

Concerning the requirements to travel described in section 10 of the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Canada will not accept travel expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations."

All travel must have the prior authorization of the Technical Authority.

The authorized travel expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel Expenses: \$ _____ .

3.0 Total Estimated Cost- Contract Period: \$ _____ .



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 5X001-19-0020
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 Courts Administration Service	2. Branch or Directorate / Direction générale ou Direction REGISTRY SERVICES BRANCH, EASTERN REGION DIV.	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Court reporting, Court registrar technician and transcription services for the Province of Québec.		
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? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / 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 A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat

5X001-19-0020

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? No Yes
Non Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Special comments:
Commentaires spéciaux : Contractor to be escorted in CAS' operational zones; must have FSC & DS for protected documents.

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? No Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat 5X001-19-0020
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.

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

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 / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI / IT Link / Lien électronique																	

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



Contract Number / Numéro du contrat 5X001-19-0020
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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ANNEX "D"

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



ANNEX "E" to PART 5

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



ANNEX "F"

INTEGRITY CHECK

Adresse de courriel / E-mail Address: dominik.giroux@cas-satj.gc.ca	
Ministère/Department: Courts Administration Service	
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier	
Adresse du fournisseur / Supplier Address	
NEA du fournisseur / Supplier PBN	
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number) 5X001-19-0020	
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)	
1. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
2. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
3. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
4. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
5. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
6. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
7. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
8. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
9. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
10. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
Autres Membres/ Additional Directors: Cliquez ici pour entrer du texte. / Click here to enter text.	