



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

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

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

**Gatineau
Québec**

K1A 0S5

Bid Fax: (819) 997-9776

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication
360 Albert St./ 360, rue Albert
12th Floor / 12ième étage
Ottawa
Ontario
K1A 0S5

Title - Sujet Court Reporting Services	
Solicitation No. - N° de l'invitation EN578-180504/B	Date 2019-11-18
Client Reference No. - N° de référence du client EN578-18-0504	GETS Ref. No. - N° de réf. de SEAG PW-\$\$CY-036-78014
File No. - N° de dossier cy036.EN578-180504	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-12-18	
Time Zone Fuseau horaire Eastern Standard Time EST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Djona-Guiadem , Cyrielle	Buyer Id - Id de l'acheteur cy036
Telephone No. - N° de téléphone (343)542-4022 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA LTDLC Albert Street Ottawa Ontario K1A0H4 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes and appendices include:

- Annex A: Statement of Work
- Annex B: Basis of Payment
- Annex C: Security Requirements Checklist
- Annex D: Non-Disclosure Agreement
- Annex E: Standing Offers Reporting
- Appendix 1: Certifications to Submit with the Offer
- Appendix 2: Offeror's Technical Offer
- Appendix 3: Offeror's Financial Offer

1.2 Summary

- 1.2.1 The purpose of this Request for Standing Offers is to establish one or more National Master Standing Offers (NMSOs) for the provision of Court Reporting Services on an "if-and-when-requested" basis, as well as other optional services (e.g.: CARTs) detailed in the Annex "A" Statement of Work.
- 1.2.2 Offerors may offer to provide services in only one **OR** in multiple **OR** in all of the designated regions of Canada. For each designated region offered, offerors may offer to provide Court Reporting Services in English only **OR** in French only **OR** in both official languages.

As part of their technical offer, at section 4.1.2 Technical Evaluation, Offerors must specify the combination of designated region(s) and language(s) (English only, or French only, or bilingual) they are offering court reporting services.

- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers (NMSO) for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.
- 1.2.4 The period of the Standing Offer is from Standing Offer issuance to September 30, 2020, with four (4) additional one-year option periods.
- 1.2.5 The requirement is limited to Canadian services.
- 1.2.6 The Phased Bid Compliance Process (PBCP) applies to this requirement.
- 1.2.7 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

- 1.2.8 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Security Requirements

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

1.4 Debriefings

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

1.5 Anticipated migration to an E-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7A.15 Transition to an e-Procurement Solution (EPS).

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2019-03-04) Standard Instructions – Request for Standing Offers – Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

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

2.2 Submission of Offers

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

2.2.1 Submission via courier or mail

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

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

2.2.2 Submission via epost Connect

For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

NOTE: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

2.3 Former Public Servant

The offeror must provide the required information using the **Appendix 1 – Certifications to Submit with the Offer**.

2.4 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **7 calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

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

Section I: **Technical Offer** – one hard copy and one soft copy on USB key
Section II: **Financial Offer** – one hard copy and one soft copy on USB key
Section III: **Certifications** – one hard copy and one soft copy on USB key

Offerors are allowed to put all 3 sections on one USB key.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Offer

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

Prices submitted with the Offer will form part of any resulting Contract.

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the section “Electronic Payment Instruments” at Appendix “1”, to identify which ones are accepted.

If section “Electronic Payment Instruments” at Appendix “1” is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 No Conditional Proposals

The Offeror must submit an offer for which it seeks to be considered as an Offeror. The Offeror's offer must not be made conditionally. Any condition imposed by the Offeror will render the offer non-responsive and the offer will be given no further consideration.

Section III: Certifications

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

3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

The offeror must provide the required information using the **Appendix 1 – Certifications to Submit with the Offer**.

3.2 Documents Required for Offers Evaluation Purposes

The Offeror must provide the following documents with its offer:

1. All forms located at **Appendix 1 – Certifications to Submit with the Offer** dully completed;
2. Technical Offer (with 1 copy of Page 1 of this RFSO signed and dated by an authorized representative of the Offeror) (all tables located at **Appendix 2 - Offeror's Technical Offer**); and
3. Financial Offer (all tables located at **Appendix 3 - Offeror's Financial Offer**).

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

The Phased Bid Compliance Process (PBCP) provides offerors with an opportunity, after the solicitation closing date, to correct a finding of non-compliance with respect to Eligible Mandatory Requirements. Where an offeror is evaluated as non-compliant they will be offered an opportunity to submit additional or different information in order to be re-evaluated as compliant with respect to such Eligible Mandatory Requirement.

The PBCP is fully described at **Attachment 1 to Part 4, Phased Bid Compliance Process** of the RFSO.

4.1.2 Technical Evaluation

As part of their Technical Offer, Offerors must clearly indicate the designated region(s) and language(s) in which they are offering to provide court reporting services. The Offeror must also clearly indicate which optional services they can offer on an "as-and-when-requested" basis. **The Offeror must complete and provide the tables (1 and 2) located at Appendix 2 - Offeror's Technical Offer by RFSO closing date.**

Offers will be evaluated separately for each region and for each language option.

The evaluation of the technical offer is divided into 2 parts:

- Part 1: consists of mandatory technical criteria, which are evaluated on a simple pass/fail basis.
- Part 2: consists of point-rated criteria with a minimum pass mark.

4.1.2.1 Mandatory Technical Criteria

The mandatory technical evaluation and criteria are fully described in **Attachment 2 to part 4, Mandatory Technical Criteria** of the RFSO.

4.1.2.2 Point Rated Technical Criteria

The point rated technical evaluation and criteria are fully described in **Attachment 3 to part 4, Point Rated Technical Criteria** of the RFSO.

4.1.3 Financial Evaluation

The financial evaluation is fully described in **Attachment 4 to part 4, Financial Evaluation** of the RFSO.

The Financial Evaluation will be conducted by calculating the Total Aggregate Price (TAP) at Table 6 using **Appendix 3 - Offeror's Financial Offer**, which will be used to complete the Tables in Annex "B" Basis of Payment at Standing Offer issuance.

4.2 Basis of Selection

Offers will be evaluated and issued on a regional and language basis. In the event that an Offeror is successful in more than one region and/or language, PWGSC will issue one Standing Offer document addressing the applicable regions and languages. All Standing Offer documents will clearly indicate the regions, languages and individual pricing that applies.

The regions for the RFSOs and resulting NMSOs are identified at section 12. Work Location and Travel of the SOW.

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

4.2.1 Calculation Methodology - Total Aggregate Price (TAP)

1. For the initial period of the Standing Offer, and for each option period, each Offeror deemed responsive, as per section "4.2 Basis of Selection" above, will have their respective financial Offer for the designated region evaluated against the Total Aggregate Price (TAP) as per section 4.1.3 Financial Evaluation.
2. For the initial period of the Standing Offer, and for each option period, the TAP of the Offeror will be divided by the achieved offeror's score for rated criteria to determine the offeror's **Price per point** value.
3. For the initial period of the Standing Offer, and for each option period, the TAP will be calculated per association of designated region, language capacity and services.

4.2.2 Ranking Methodology

1. After calculating each responsive Offeror's price per point, all responsive Offerors will be ranked for each association of designated region, language and services, resulting in a ranking of:
 - a. English SO holders per designated region;
 - b. French SO holders per designated region; and
 - c. Bilingual SO holders per designated region.

In other words, offers for English only and for French only will not be ranked against Bilingual offers.

2. For each option period, the Offeror with the lowest Price per Point for that Standing Offer period will be ranked first and all other Offerors will be ranked from lowest to highest price per point.

This means that the ranking may change from one standing offer period to the next.

3. Neither the responsive Offeror that receives the highest number of points for the technical evaluation nor the one that proposed the lowest TAP will necessarily be ranked first. The responsive offer with the lowest evaluated price per point will be ranked first for each association of designated region, language category and services.

ATTACHMENT 1 TO PART 4, Phased Bid Compliance Process

1. General

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

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

- (c) Canada may, in its discretion, request and accept at any time from an offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the Offer solicitation closing in circumstances where the Offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2019-03-04) Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after Offer solicitation closing in circumstances where the Offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however, caused.

2. Phase I: Financial Offer

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

3. Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in

response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.

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

4. Phase III: Final Evaluation of the Offer

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

ATTACHMENT 2 TO PART 4, Mandatory Technical Criteria

1. Mandatory Technical Criteria

- a. The Offeror must comply and meet with all technical requirements and all terms and conditions specified in this solicitation.
- b. Each offer will be reviewed for compliance with the mandatory requirements at "Attachment 2 to part 4, Mandatory Technical Criteria". Any element of the solicitation that is identified with the words "must" or "mandatory" is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that an offer does not meet a Mandatory Requirement at any time during the evaluation process.
- c. **The Offeror must provide their technical offer by filling out and submitting the tables (3, 4, and 5) located at Appendix 2 - Offeror's Technical Offer by RFSO closing date.**
- d. The offerors are cautioned that "Attachment 2 to part 4, Mandatory Technical Criteria" does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with the submission, format and content of offers, including the mandatory submission of certifications and mandatory requirements for the submission of the cost proposal. It is the Offeror's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.
- e. The Phased Bid Compliance Process will apply to **ALL** mandatory technical criteria.
- f. Where a mandatory criterion requests an Offeror to '**demonstrate**' to be responsive, the technical offer must substantiate or show how the Offeror meets the criteria identified in the mandatory requirement. The substantiation must not simply be a repetition of the requirement(s), but must explain/show in sufficient detail to demonstrate how the Offeror will meet the requirements. Simply stating that the Offeror complies with the requirement is not sufficient. The offer will fail to meet an Eligible Mandatory Criterion where Canada determines that the substantiation is insufficient in explaining/showing how the Offeror demonstrates a mandatory requirement.

1.2 Mandatory Technical Criteria Summary

The mandatory technical evaluation consists of mandatory technical criteria, which are evaluated on a simple pass/fail basis. The mandatory technical criteria are detailed below, and they all consist of different submission requirements. There are a total of 3 mandatory technical criteria:

- M1 – Offeror's Proposed Resources**
- M2 – Offeror's Experience**
- M3 – Client Support**

Table 1 – Mandatory Technical Criteria

Offerors are advised that the month(s) of experience listed for a project or client whose timeframe overlaps that of another referenced project or client will only be counted once. For example: Client 1 timeframe is July 2001 to December 2001; Client 2 timeframe is October 2001 to January 2002; the total months of experience for these two client references is seven (7) months.

No. Mandatory Technical Criteria Offeror's proposed resources	Submission Requirements
<p>M1</p> <p>The Offeror must propose, at minimum, 2 resources residing in the designated region and that can provide court reporting services in the required language(s). The Offeror's proposed resources must have a minimum of 24 months experience within the past 48 months (prior to RFSO closing date) in providing court reporting services as defined in Annex "A" Statement of Work.</p> <p>The Offeror must propose, at minimum, 1 resource per combination of designated region and language. For example, if submitting an offer for only one language (English or French), all resources must be able to offer court reporting services in that language. If submitting an offer for both English and French, at least 1 resource must be able to offer the services in English and at least 1 must be able to offer the services in French. For Bilingual services, all resources must be bilingual.</p>	<p>For each of the designated regions for which the Offeror is submitting an offer, the Offeror must provide the name of a minimum of 2 resources.</p> <p>The Offeror must provide, at a minimum, the following information using the Table 3: Offeror's Representatives and Resources found at Appendix 2:</p> <ol style="list-style-type: none"> The full name of the resource; The designated region where the resource will be offering court reporting services; The language(s) in which the resource will be offering court reporting services; The resource's court reporting technique skills; The start and end date(s) of the resource's experience offering court reporting services. <p>A Curriculum Vitae (CV) (1 page maximum) for each proposed resources must also be submitted with the offer to comply with M1.</p> <p>NOTE: Should an Offeror propose more than the minimum number of court reporters per combination of designated region and language, and not all of them are found to be compliant with criteria M1, as long as a minimum of 2 meet criteria M1, the Offeror will not be considered non-responsive.</p>

Offeror's experience

M2.1 The Offeror must demonstrate that they have a minimum of 36 months of experience in the past 5 years (from RFSO closing date) in providing and managing court reporting services as defined in Annex "A" Statement of Work.

M2.2 The Offeror must provide a minimum of 3 unique client references for whom court services were provided within the past 60 months from RFSO closing date (unique clients e.g. different governmental departments or agencies are considered different clients).

- a) The services provided must have been rendered in Canada; and
- b) The services must have been rendered in the language for which they are presenting an offer. The Offeror must submit at least 1 project for each of the languages for which they are presenting an offer. (e.g.: if the Offeror is presenting an offer for bilingual services, at least 1 of the projects must be bilingual.)

Bilingual is defined as being within the same conversation and following document, requiring the same person to switch language as required and do both by him- or herself.

The Offeror must provide a short (1 page maximum) detailed history of the Offeror's organization including the date of registration, and the nature of the court reporting services provided on an ongoing basis. The Offeror must provide the requested information using the **Table 4: Offeror's Experience** found at Appendix 2.

For each client reference, the Offeror must provide (following the same structure as **Table 5: Offeror's Clients and Projects** found at Appendix 2):

- a) A signed letter on letterhead. The letter must be signed by an individual who received the court reporting services.
- OR**
- b) An email with a signature block from the organization.

The letter or the email must provide the following details:

- a) The name of the client organization for whom the services were rendered;
- b) The name, current title, telephone number and email of the client who received the services;
- c) Address, including province, of where the services were rendered;
- d) Start and end dates of the work or project;
- e) Details and the types of the services provided;
- f) The language in which the services were provided; and
- g) A description of the court reporting techniques used.

Client support

M3 For each designated region for which the Offeror is presenting an offer, they must confirm that they are available to respond to requests within the timeframes, as defined in article 14 of the SOW, which includes:

- a) Core hours from 7:00 a.m. to 6:00 p.m. local time, Monday through Friday;
- AND**
- b) Non-core hours, including after-hours, weekends and holidays.

Please, refer to the SOW for more details regarding the role of the representative.

The Offeror must provide, at a minimum, the following information when completing the **Table 3: Offeror's Representatives and Resources** found at Appendix 2:

- a) Name(s) of the representative(s)* and back-up(s) who will serve as the main point of contact for each designated region where the Offeror is offering court reporting services during both core hours and non-core hours;
- b) Telephone number(s) at which the representative(s) can be contacted during both core and non-core hours; and
- c) Email address(es) at which the representative can be contacted during both core and non-core hours.

*The Offeror may name and provide contact information of the same representative for more than one designated region.

ATTACHMENT 3 TO PART 4, Point Rated Technical Criteria

1. Point Rated Technical Criteria

The purpose of the evaluation is to establish how the Offeror plans on carrying out the work.

Offers will be evaluated against the point rated technical criteria listed in Tables 1, 2 and 3 below, using the evaluation factors and weighting indicators specified for each criterion.

- a) Offerors who fail to submit the required information for evaluation will be rated accordingly.
- b) Offers not meeting the identified minimum point requirements will be deemed non-responsive.
- c) **The Offeror must respond to the point rated technical criteria by filling out and submitting the tables (6, 7, and 8) located at Appendix 2 - Offeror's Technical Offer by RFSO closing date.**

1.1 Evaluation Methodology

The point rated technical criteria are detailed below, and they all consist of different submission requirements. There is a total of 3 point rated technical criteria. To be considered compliant, Offerors must obtain the required minimum number of points listed below for each rated criteria.

No.	Point Rated Criteria	Minimum Points Required	Maximum Points
R1	Techniques, Technologies and Equipment	20	32
R2	Quality assurance	12	20
R3	Client Support	8	12
TOTAL		40	64

1.2 Scoring Grid

The following scoring grid will be used to evaluate each of the point rated criteria.

For each rated requirement listed below, the Offeror will be awarded points as follows for each required piece of validation / component evaluated (R1-a, R1-b, etc.):

Score	Description
0 point	A description is not provided and/or the description provided is unclear, incomplete and/or irrelevant. Does not demonstrate an understanding of the requirement.
1 point	The description is only partially clear, complete and relevant and/or does not fully demonstrate an understanding of the requirement.
2 points	The description provided is clear, complete and relevant and demonstrates an understanding of the requirement.
EVALUATOR INSTRUCTIONS:	
1. Evaluators must choose from only the following available scores: 0, 1, and 2. Half-points will not be accepted.	

Table 1: Criteria R1 - Techniques, Technologies and Equipment

No.	Technical Criteria	Submission Requirements	Points	Weighting	Maximum total Points
Techniques, Technologies and Equipment					
R1	The Offeror should describe the recognized court reporting techniques, technologies and equipment they use to conduct the work and which are available to their reporters for every proceeding.	The Offeror should provide a complete, clear and relevant description for each of the following points: R1.1 A description of how exhibits from a proceeding are marked and documented. R1.2 A description of how non-verbal responses from individuals in a proceeding are handled. R1.3 A description of the process to digitally record the audio of a proceeding. R1.4 A description of the process for researching a proceeding and/or subject matter ahead of time (when information is provided by the client, and when no information is provided by the client).	/2 /2 /2 /2	4	/8 /8 /8 /8
TOTAL POINTS FOR POINT RATED CRITERIA R1					32 points (minimum pass mark is 20)

Table 2: Criteria R2 – Quality Assurance

No.	Technical Criteria	Submission Requirements	Points	Weighting	Maximum total Points
Quality Assurance					
R2	The Offeror should describe the process they undertake to finalize court transcripts they produce.	The Offeror should provide a complete, clear and relevant description for each of the following points: R2.1 Validation of grammar and spelling. R2.2 Validation of the formatting. R2.3 Conducting research for technical terms and names. R2.4 Validation and confirmation of dates. R2.5 Comparing the final document to the draft to confirm that all corrections are final.	/2 /2 /2 /2 /2	2	/4 /4 /4 /4 /4
TOTAL POINTS FOR POINT RATED CRITERIA R2					20 points (minimum pass mark is 12)

Solicitation No. - N° de l'invitation
EN578-180504/B
Client Ref. No. - N° de réf. du client
EN578-18-0504

Amd. No. - N° de la modif.
cy036
File No. - N° du dossier
EN578-180504

Buyer ID - Id de l'acheteur
cy036
CCC No./N° CCC - FMS No./N° VME

Table 3: Criteria R3 – Client Support

No.	Technical Criteria	Submission Requirements	Points	Weighting	Maximum total Points
	Client Support				
R3	The Offeror should describe the process they use to receive, respond to and process call-ups or work requests from clients both during core hours and non-core hours, including after-hours, weekends and holidays.	The Offeror should provide a complete, clear and relevant description for each of the following points:			
	R3.1	Ensuring staff availability to receive, respond to and process call-ups or work requests during core hours .	/2		/2
	R3.2	Ensuring staff availability to receive, respond to and process call-ups or work requests during non-core hours .	/2	1	/2
	R3.3	Assignment of work during core hours .	/2		/2
	R3.4	Assignment of work during non-core hours .	/2		/2
	R3.5	Ensuring availability of court reporters during core hours .	/2		/2
	R3.6	Ensuring availability of court reporters during non-core hours .	/2		/2
TOTAL POINTS FOR POINT RATED CRITERIA R3					12 points (minimum pass mark is 8)
TOTAL POINTS FOR ALL CRITERIA (R1, R2 AND R3)					64 points (minimum pass mark is 40)

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

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

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

ATTACHMENT 4 TO PART 4, Financial Evaluation

1. Evaluation of Price – Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Financial offers will be evaluated in accordance with the methodology below.

2. Determination of Total Aggregate Price (TAP)

2.1 The Offerors must provide firm rates in accordance with the designated regions and languages chosen. **The Offerors must submit their financial offer by submitting completed Tables 1, 2, 3, 4, 5, 7 and 8 below, provided at Appendix 3 - Offeror's Financial Offer.**

Table	Description
Table 1	Initial Standing Offer Period
Table 2	Option period #1
Table 3	Option period #2
Table 4	Option period #3
Table 5	Option period #4
Table 6	Summary of Financial Offer
Table 7	CART Reporting Services (OPTIONAL)
Table 8	Conference Room Rental Services (OPTIONAL)

2.2 **The Offeror must submit a different financial offer for each designated region.** For example, if an Offeror has chosen to offer court reporting services in Charlottetown and in Fredericton, they must submit completed Tables 1 to 5, 7 and 8 for Charlottetown AND completed Tables 1 to 5, 7 and 8 for Fredericton. **They will be evaluated separately.**

2.3 For the purpose of the financial evaluation of Offers, the total estimated cost calculated by completing Tables 1 to 5 (row 23) will be carried over to Table 6 – Summary of Financial Offer. The amounts carried over to Table 6 will be used to calculate the "Total Aggregate Price" (TAP) for each respective combination of designated region and language for **each Standing Offer period.**

3. Evaluation Methodology

The methodology below will only be used if there are at least 4 responsive offers per combination of designated region and language:

- 3.1 The calculation of the overall average TAP per combination of designated region and language for **each Standing Offer period** will be performed. The highest and the lowest TAP will not be used as part of that calculation. (NOTE: although the highest and the lowest TAP will not be used as part of the calculation, the offer is not necessarily non-responsive.)
- 3.2 If any Offeror's TAP per combination of designated region and language is more than 50% below or 100% above the overall average TAP for that combination of designated region and language, for **any Standing Offer period**, their offer will be considered non-responsive.

Example:

Step 1: In the example below, the TAP for offeror D (lowest TAP) and offeror C (highest TAP) would be removed from the calculation of the average TAP.

Offeror	Total Aggregate Price (TAP)
A	\$325,000
B	\$440,000
C	\$610,000
D	\$185,000
E	\$410,000
F	\$375,000

Step 2: Using the pricing of the remaining offers, an average will be calculated. In the example below, the average TAP is \$387,500.

Offeror	Total Aggregate Price (TAP)
A	\$325,000
B	\$440,000
C	<i>Removed from calculation</i>
D	<i>Removed from calculation</i>
E	\$410,000
F	\$375,000
AVERAGE TAP	\$387,500

Step 3: Any Offeror's TAP that is more than 50% below or 100% above the overall average TAP will be deemed non-responsive. In the example below, Offeror D would be deemed non-responsive as their TAP is 50% below the average TAP.

Offeror	Total Aggregate Price (TAP)
A	\$325,000
B	\$340,000
C	\$610,000
D	\$185,000
E	\$410,000
F	\$375,000
50% below the average TAP	\$193,750
100% above the average TAP	\$775,000

4. Optional Services

4.1 The offerors are also requested to offer prices for Communication Access Real-time Translation (CART captioning) services and Conference Room Rental Services at Table 7 and Table 8 respectively.

As they are optional services, the prices offered will not be evaluated, nor is it mandatory to offer a price for those services. Leaving the space blank will not render the offer non-responsive.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

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

The offeror must provide the required information using the **Appendix 1 – Certifications to Submit with the Offer**.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

5.1.2.2 Set-aside for Aboriginal Business

The offeror must provide the required information using the **Appendix 1 – Certifications to Submit with the Offer**.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Education and Experience

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

5.2.3.2 Status and Availability of Resources

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

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

PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A. STANDING OFFER

7A.1 Offer

7A.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

7A.2 Security Requirements

The following security requirements (SRCL-Security Requirement Check List and related clauses provided by the Contract Security Program) apply to and form part of the Standing Offer. Below are 3 different sets of clauses for the 3 different types of security requirement. If a Client has a security requirement for a project, they will be able to select one of 3 security requirements listed below.

7A.2.1 PWGSC FILE No EN578-180504

These clauses apply for requirements with up to PROTECTED B information/data (to be verified by Canada at SO award):

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (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 the CSP/ISS/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 the CSP/ISS/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).

7A.2.2 PWGSC FILE No EN578-180504/A

These clauses apply for requirements with information/data and document safeguarding up to PROTECTED B level (to be verified by Canada at SO award):

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (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 the CSP/ISS/PWGSC.
3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/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).

7A.2.3 PWGSC FILE No EN578-180504/B

These clauses apply for requirements with information/data, document safeguarding and an IT Link between the supplier's IT systems and the government department or agency up to PROTECTED B level (*IT Link to be verified before every call-up award*):

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP/ISS/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B (including an IT Link at the level of B).
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/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)

7A.2.4 Offeror's Sites or Premises Requiring Safeguarding

7A.2.4.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

(to be inserted at Standing Offer issuance)

7A.2.4.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7A.3 Standard Clauses and Conditions

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

7A.3.1 General Conditions

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

7A.3.2 SACC Manual Clauses

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

7A.3.3 Periodic Usage Reports: Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex E - Standing Offers Reporting. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority. The quarterly reporting periods are defined as follows:

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

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

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to September 30, 2020.

7A.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7A.4.3 2005 13 (2014-09-25) Default by the Offeror

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside

will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.

2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

7A.4.4 Comprehensive Land Claims Agreements (CLCAs)

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

7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

Telephone: 613-990-5858
Email: mostafa.kamal@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7A.5.2 Project Authority

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

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

7A.5.3 Offeror's Representative

General Enquiries	Backup
Name: (<i>to be inserted at Standing Offer issuance</i>) Title: _____ Organization: _____ Address: _____ Telephone: ____ - ____ - ____ E-mail address: _____	Name: (<i>to be inserted at Standing Offer issuance</i>) Title: _____ Organization: _____ Address: _____ Telephone: ____ - ____ - ____ E-mail address: _____

7A.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.

7A.7 Identified Users

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

7A.8 Call-up Procedures

7A.8.1 Call-ups under \$40,000 (including GST or HST)

The client department will issue the call-up. Call-ups made in this manner are non-competitive.

1. The Project Authority will select an Offeror from the list of Standing offer holders corresponding to the combination of designated region(s) and language(s) required, and optional services as required. The Project Authority can browse the PDF file in order to find the appropriate Offeror.
2. The client department must first send the Offeror a work request using the completed specifications sheet found at "Appendix 1 to Annex A" as least 2 days prior to the start of the proceedings. Furthermore, they must give the Offeror 24 hours to respond.
3. In the event that the Offeror is unavailable or that the Offeror doesn't respond in that 24-hour window, the client department may contact a different Offeror.
4. If the Offeror is available, the client department can send them a call-up using the form PWGSC-TPSGC 942 template as cover page as well as the contract clauses at "7B. Resulting Contract Clauses".

The Offeror cannot commence any Work until they have received a call-up that is signed.

7A.8.2 Call-ups between \$40,000 and \$400,000 (including GST or HST)

Call-ups will be issued by the Communication Procurement Directorate (CPD) using the selection methodology specified below.

7A.8.2.1 Selection Methodology – Right of First Refusal

- a) When a requirement is identified, CPD will contact the highest-ranked Offeror meeting the security requirements for the Work, based on the association of designated region, language and services required. If that Offeror is available and is able to meet the delivery deadlines associated with the work, a call-up will be made against that Offeror's standing offer.
- b) If, however, the highest-ranked Offeror is unable to meet the requirement, CPD will contact the next ranked Offeror in the region where the work is required and who also meets all the requirements of that specific work. CPD will continue to proceed in this manner until an Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.
- c) In the event that the requirement for court reporting services exceeds the maximum individual call-up limit of \$400,000.00, the requirement must be competitively sourced.
- d) In the event that there is a requirement for court reporting services in more than one designated region in Canada, CPD may limit the issuance of the call-up(s) amongst the Offeror(s) who are qualified to provide the services in those designated regions following the process described above. Otherwise, the requirement must be competitively sourced.

The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

7A.8.3 Attribution of Contract

The Government of Canada may be prevented from using the proposed attribution of contract on merit as previously described in the section 7A.8 Call-up Procedures in instances where ordered by the court, mandated by court rules, or where agreement or cost sharing with other parties is required. In those instances, the client will have to substantiate this claim by providing supporting documents.

7A.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) Authority using the duly completed forms or their equivalents as identified below.

7A.9.1 Call-up Instrument – Client Departments

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.
4. The contract clauses at "7B. Resulting Contract Clauses" must be attached to the form chosen above.

7A.10 Limitation of Call-ups

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

7A.11 Priority of Documents

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

- the call up against the Standing Offer, including any annexes;
- the articles of the Standing Offer;
- the general conditions 2005 (2017-06-21), General Conditions – Standing Offers – Goods or Services;
- the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
- Annex A - Statement of Work;
- Annex B - Basis of Payment;
- Annex C - Security Requirements Check List (if applicable);
- Annex D - Non-Disclosure Agreement (if applicable);
- the Offeror's offer dated _____ (*to be inserted at Standing Offer issuance*).

7A.12 Certifications and Additional Information

7A.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7A.12.2 SACC Manual Clauses

NUMBER	DESCRIPTION	DATE
<u>M3060C</u>	Canadian Content Certification	2008-05-12
<u>M3800C</u>	Estimates	2006-08-15
<u>M3020C</u>	Status and Availability of Resources	2016-01-28

7A.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

Solicitation No. - N° de l'invitation
EN578-180504/B
Client Ref. No. - N° de réf. du client
EN578-18-0504

Amd. No. - N° de la modif.
File No. - N° du dossier
cy036.EN578-180504

Buyer ID - Id de l'acheteur
cy036
CCC No./N° CCC - FMS No./N° VME

7A.14 Transition to an e-Procurement Solution (EPS)

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

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

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

7B. RESULTING CONTRACT CLAUSES

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

7B.1 Security Requirement *(if applicable)*

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

7B.2 Statement of Work

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

7B.3 Standard Clauses and Conditions

7B.3.1 General Conditions

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

Section 17 - Interest on overdue accounts, of 2035 (2018-06-21), General Conditions (Higher Complexity Services), will not apply to payments made by credit cards.

7B.3.2 SACC Manual Clauses

NUMBER	DESCRIPTION	DATE
<u>C0705C</u>	Discretionary Audit	2010-01-11
<u>A2000C</u>	Foreign Nationals (Canadian Contractor)	2006-06-16
<u>A9113C</u>	Handling of Personal Information	2014-11-27
<u>A3000C</u>	Aboriginal Business Certification	2014-11-27

7B.4 Term of Contract

7B.4.1 Period of the Contract

The period of the Contract is from ____ to ____ inclusive.

7B.5 Authorities

7B.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail: _____

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

7B.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail: _____

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.

7B.5.3 Procurement Authority *(if applicable)*

The Procurement Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7B.5.4 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Telephone: ____ - ____ - _____

E-mail: _____

7B.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.

7B.7 Payment

7B.7.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex “_____” - Basis of Payment, for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7B.7.1.1 Limitation of Expenditure

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

7B.7.2 Method of Payment - Monthly Payments

[H1008C](#) (2008-05-12), Monthly Payment

7B.7.3 Electronic Payment of Invoices – Call-up

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

(Will be completed at Standing Offer issuance.)

7B.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 invoices, receipts and vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
- a. The original and (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7B.9 Insurance or Insurance Requirements

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

7B.10 2035 20 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

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

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

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

7B.11 2035 22 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:

- a. is publicly available from a source other than the other Party; or
 - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the *PWGSC Industrial Security Manual* and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

7B.12 Non-disclosure Agreement *(if applicable)*

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "____", and provide it to the _____ (*insert "Contracting" or "Project"*) Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX A – STATEMENT OF WORK

1. TITLE

Court Reporting Services

2. OBJECTIVE

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

3. SCOPE OF SERVICES

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

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

4. REGIONS OF DELIVERY

Court reporting services may be required in various venues and locations across Canada, but will exclude locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). As such, offerors will be organized by designated regions, which are detailed under article 12. Work Location and Travel.

5. DELIVERABLES

The Offeror must provide court reporting services, **as specified in the Call-up or Work Request**, and respecting the following requirements, as applicable:

- 5.1 For any proceeding occurring by teleconference or videoconference, a Court Reporter must dial into the call and remain on the call for its duration. The recording only of the proceedings without the presence of a Court Reporter will not be acceptable. Transcription of client provided recordings are not permitted under this standing offer.
- 5.2 Where an Offeror provides court reporting services by way of digital court reporting, the Offeror must record the proceeding and the Court Reporter must take notes and create a log to identify speakers and keywords, and to provide a general outline of the proceeding.
- 5.3 The Offeror may be only required to provide a Court Reporter without a transcription order.
- 5.4 Depending on the nature of the proceeding, the Courter Reporter may be required to mark exhibits.

- 5.5 The Offeror must possess and make available, supply, set-up, configure and use any equipment and affiliated components required to perform the work outlined in the Statement of Work. The Offeror must confirm with the Project Authority what equipment, if any, will be made available. This may include, but is not limited to: stenographic machinery; digital recording equipment; recording software; computer-aided transcription (CAT) software; all components of any voice writing equipment or software; any equipment required to provide "play-back" services; chess clock equipment or software; word processing software; computers; etc.
- 5.6 Begin set-up of any required equipment at least one half hour (30 minutes) prior to the commencement of a proceeding. If a set-up time greater than one half hour (30 minutes) is required, the Offeror will be notified by the Client Department in the Call-Up or Work Request issued under a Call-up and as specified in the Specifications Sheet. During the set-up time, the Offeror must ensure that its equipment is properly installed and functioning and that they are available to commence at the designated start time.
- 5.7 All transcripts must be accurate, word-for-word and produced in the language of origin. The transcript must also include notes, cites, annotations, case numbers, charges, case law, exhibit information, or any other relevant or applicable supplemental information.
- 5.8 For each transcript, the Offeror must confirm the accurate spelling of names and places, and validate that dates and times are correct. Each speaker must be identified by name called SPEAKER and each recess, adjournment, or other break must be clearly noted as BREAK.
- 5.9 Where a chess clock is in use, the Offeror must prepare the daily chess clock report that provides the cumulative time spent by party presenting their case. For any objections, the Offeror's court Reporter will charge the appropriate time to the party that lost the objection. Each chess clock report must be certified and signed by the attending court reporter.
- 5.10 If, during a proceeding, an individual provides a non-verbal response such as pointing, gesturing or indicating at an exhibit, document, drawing, person, etc., the Offeror must include within the final transcript a parenthetical "indicating," unless such pointing, gesturing or indicating is audibly described for the record or is designated in some other fashion.

6. TRANSCRIPTS SPECIFICATIONS

The Offeror must respect the following specifications, as applicable:

- 6.1 For each Call-Up or Work Request issued under a Call-up, the offeror must follow the specifications and formats requested by the client department.
- 6.2 The transcript must be certified and signed by the attending court reporter.
- 6.3 For all transcripts to be produced in a hard copy format, the Offeror must use standard, white, letter-sized paper that is 8½" x 11" (216 mm x 279 mm). The Client Department may request other types of paper and will specify the requirement in the Call-up or Work Request, the cost of which will be charged to the Client Department without mark-up.
- 6.4 For each transcript, the Offeror must only use Canadian spellings when transcribing a person's testimony, e.g., colour and not color; familiarize and not familiarise; skeptic and not sceptic, etc. However, the Offeror must keep the same spelling, whether Canadian or not, from any source document such as a charge, case law, exhibit, name, etc.
- 6.5 The electronic file of the transcript and the chess clock daily reports (if a requirement as defined in the Call-Up or Work Request) must be available in the software version required by the Client Department in the call-up and must be in an unlocked and readable format. The expected

electronic file formats include Microsoft Word and Adobe Acrobat portable document format (.pdf) although other software may be required.

- 6.6 If required, the Offeror must provide the Client Department with a complete copy of the audio recording of the proceeding, in the format requested by the Project Authority (i.e..wav, .mp3 or .wma format).
- 6.7 The Offeror must deliver to the Client Department the transcript and/or the chess clock daily report(s) by email, fax, hard copy, FTP, USB, CD, DVD, by hand or by courier; with the labelling as per the Specifications Sheet issued under the Call-Up or Work Request issued under a Call-up.
- 6.8 The Offeror must keep all audio-recordings for a period of not less than five years and/or in accordance with the security requirements of the call-up. Upon request from the Client Department, the Offeror must provide a copy of the audio recording at no charge or, if an additional copy of transcript is requested, the Offeror must provide it to the Client Department at the second copy rate for transcripts as specified in the Basis of Payment in Annex B.

7. OFFEROR'S RESPONSIBILITIES AND CONSTRAINTS

- 7.1 The Offeror must make available the Court Reporters on an "as and when" requested basis throughout the duration of the Standing Offer. The Offeror must ensure that their court reporters:
- have a minimum of 24 months of experience working as a court reporter;
 - if applicable, have completed the court reporter certification program in the province in which the proceeding is occurring;
 - act dress in a manner that portrays a professional image, such as business attire or business-casual wear, suitable for the nature of the proceeding;
 - familiarize themselves with the proceeding or event before it begins using the information provided by the clients. If the information is not detailed enough, it is the responsibility of the Offeror to request further details to prepare accordingly;
 - Where an Offeror provides court reporting services by way of stenographic machinery or voice-writing equipment, the Court Reporters must operate at a minimum rate of 220 words per minute.
- 7.2 The Project Authority may refuse the services of a particular Court Reporter based on current or past complaints from a Court or Project Authority. The Offeror will be advised in writing of any complaints, in which case, the Offeror must provide a substitute within 48 hours that is approved by the Project Authority.
- 7.3 The Offeror must provide the same Court Reporter(s) and/or team, as needed, for the duration of a proceeding. In the event that the same court reporter is unavailable, the Offeror must notify the Contracting Authority and the Project authority of the replacement resource as soon as practically possible.
- 7.4 The Offeror must determine the number of Court Reporters to be assigned to a proceeding. The Project Authority reserves the right to review and revise this allocation to ensure quality and timely reporting services.
- 7.5 Call-ups must be placed by the call-up authority at least 2 working days before the desired start date of the proceedings. The delivery period desired must be mentioned in the call-up. The Offeror must provide them with an immediate response (no later than 24 hours later, or sooner as identified by the request, when a request is made for urgent service) as to its plan to provide the services requested and if they are able to meet the requested delivery timeframe.

7.6 Provide court reporting services outside the hours of 7:00 a.m. to 6:00 p.m., when necessary.

8. OPTIONAL SERVICES

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

- 1) Teleconferencing or videoconferencing services;
- 2) Secured internet connection for the Offeror's exclusive use at the venue of the proceeding;
- 3) Printing of transcripts on non-standard paper or the use of special stock for covers, etc.;
- 4) Non-standard binding of transcripts;
- 5) Travel to other locations;
- 6) Legal videographer services.

8.2 The Offeror may be required to provide conference room rental services as part of the proceeding and this will be specified in the Specifications Sheet issued under the Call-Up or Work Request issued under a Call-up. Conference room rental services must be charged in accordance with Annex B, Basis of Payment.

8.3 The Offeror may be required to provide CART Captioning as part of the proceeding and this will be specified in the Specifications Sheet issued under the Call-Up or Work Request issued under a Call-up. CART Captioning must be charged in accordance with Annex B - Basis of Payment.

9. CANCELLATIONS

9.1 The Offeror must be notified of any cancellations by the Project authority (or his designate) up to 48 hours prior to the commencement of a proceeding, including weekends and holidays, without any cost to the Client Department, via written notice sent by email to the Offeror.

9.2 A cancellation made where there are less than 48 hours prior to the commencement of a proceeding, including weekends and holidays, will result in the Offeror being paid in accordance with the cancellations charges outlined in Annex B - Basis of Payment.

10. DELIVERY PERIODS

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

- a) **Daily copy:** proceeding must conclude and the recording file available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m. the day following the proceeding.
- b) **Expedited delivery:** to be delivered within 2 to 4 days after the conclusion of the proceeding.
- c) **Rapid delivery:** to be delivered within 5 to 9 days after the conclusion of the proceeding.
- d) **Normal delivery:** be delivered within 10 to 13 days after the conclusion of the proceeding
- e) **Discounted delivery:** be delivered within 14 days or later after the conclusion of the proceeding

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

- 10.3 Unless specified in the call-up or work request, it is at the Offeror's discretion to deliver by courier or other mean, but a reasonable price method must be used. The cost incurred will be reimbursed at cost without mark-up.

11. LANGUAGE REQUIREMENTS

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

12. WORK LOCATION AND TRAVEL

- 12.1 The exact location of the proceeding will be specified in the Call-up and/or Work Request.
- 12.2 Offerors are organized by designated regions and languages, as detailed below. Travel and living expenses will not be reimbursed within each of the following designated regions. Should services be required within a Province, but outside the designated region(s), then travel and living expenses will only be paid from the designated region closest to the location of the proceeding, regardless of where in the Province the Offeror and/or its resources are located.

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

- 12.3 The Contractor will be reimbursed its authorized travel and living 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.

- 12.4 No travel expenses will be charged for hearings that occur in any designated region(s) in which the Offeror is qualified, or within a 64 kilometer radius of that designated region.

12.5 Travel and living expenses incurred by the Contractor must not be accept any as a consequence of any Contractor relocation required to satisfy the terms of any resulting contract.

13. QUALITY CONTROL

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

13.2 If the Offeror cannot meet any one or more aspects of the requirement including the requested delivery timeline and/or specifications indicated by the Project Authority, the Offeror must notify both the Project Authority and the Contracting Authority in writing, within two hours of receiving the work request, stating the reason(s). The Offeror must not begin the work if it is unable to meet all aspects of the work.

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

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

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

14. CLIENT SUPPORT

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

15. SECURITY AND CONFIDENTIALITY

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

15.2 The Project Authority for each call-up will determine the security requirements. A call-up may indicate that there is no security requirement, or it may include a Security Requirement Check List (SRCL). Call-ups with security requirements may include personnel, facility and / or IT security clearance requirements, up to the Protected B level.

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

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

16. COPYRIGHT OF TRANSCRIPTS

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

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

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

17. ENVIRONMENTAL CONSIDERATIONS

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

18. DEFINED TERMS

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

APPENDIX I TO ANNEX A – STATEMENT OF WORK SPECIFICATIONS SHEET

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

Client Requirements	Specifications (if applicable)
Client Department	
Name, phone number and email address of Project Authority	
Brief description of the proceeding	<i>Brief description of the proceeding</i>
Attendance only or attendance with transcript	<i>Indicate which one</i>
In-person Court reporting or tele- or videoconferencing	<i>Indicate which one</i>
Location of the proceeding	<i>Provide city, province, and civic address For tele- or videoconferencing, specify N/A</i>
Language of the proceeding	<ul style="list-style-type: none"> - <i>English</i> - <i>French</i> - <i>Bilingual, English and French</i>
Supplier required to provide its own secured internet connection at the venue	<i>Yes/No</i>
Date(s) of proceeding	
Required delivery timeline of the final product(s)	<i>To be in accordance with the SOW</i> <ul style="list-style-type: none"> - <i>Daily copy</i> - <i>Expedited delivery</i> - <i>Rapid delivery</i> - <i>Normal delivery</i> - <i>Discounted delivery</i> - <i>other negotiated timeframe</i>
Are optional services required?	<i>Indicate any optional services that are required. Client departments may review Section 8 of the SOW or includes its own list of other required services. All optional services included must only be those to be charged at cost without markup.</i>

Solicitation No. - N° de l'invitation
EN578-180504/B
Client Ref. No. - N° de réf. du client
EN578-18-0504

Amd. No. - N° de la modif.
File No. - N° du dossier
cy036.EN578-180504

Buyer ID - Id de l'acheteur
cy036
CCC No./N° CCC - FMS No./N° VME

Format for Transcription Reports	Specifications (if applicable)
Information required on title page	
Information required on index page	
Information required on witness page	
Number of Lines per page	
Line Spacing	
Indentation for new paragraphs and/or new speakers	
Font type and size	
Top margin	
Bottom margin	
Left margin	
Right margin	
Page numbering/referencing specifications	
Header information	
Footer information	
Certification/signature block specifications	
Binding information for paper copies (if applicable)	
Software version required (e.g. MS Word 2016)	
Identification required on electronic media	
Labels (e.g. for CDs, DVDs)	
Additional notes (e.g. speakers, recess, adjournment, start / finish time times etc.)	
Pickup and/or delivery specifications	
Additional information or other requirement	

ANNEX B – BASIS OF PAYMENT

1. Mandatory Services

1) For the **Initial Standing Offer Period**, from Standing Offer issuance September 30, 2020:

Table 1: Initial Standing Offer Period				
Designated region: _____		A	B	C
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost¹	At Cost¹	At Cost¹
22	USB, CD/ DVD	At Cost¹	At Cost¹	At Cost¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

2) For **Option period #1**, from October 1, 2020, to September 30, 2021:

Table 2: Option Period #1				
Designated region: _____		D	E	F
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost¹	At Cost¹	At Cost¹
22	USB, CD/ DVD	At Cost¹	At Cost¹	At Cost¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

3) For **Option period #2**, from October 1, 2021, to September 30, 2022:

Table 3: Option Period #2				
Designated region: _____		G	H	I
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost¹	At Cost¹	At Cost¹
22	USB, CD/ DVD	At Cost¹	At Cost¹	At Cost¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

4) For **Option period #3**, from October 1, 2022, to September 30, 2023:

Table 4: Option Period #3				
Designated region: _____		J	K	L
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost¹	At Cost¹	At Cost¹
22	USB, CD/ DVD	At Cost¹	At Cost¹	At Cost¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

5) For **Option period #4**, from October 1, 2023, to September 30, 2024:

Table 5: Option Period #4				
Designated region: _____		M	N	O
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost¹	At Cost¹	At Cost¹
22	USB, CD/ DVD	At Cost¹	At Cost¹	At Cost¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

2. Optional Services

Table 6: CART Reporting Services

CART Reporting Services				
Designated region: _____		Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Initial Standing Offer Period , from Standing Offer issuance September 30, 2020				
1	Cart reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation
Option period #1 , from October 1, 2020, to September 30, 2021				
1	Cart reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation
Option period #2 , from October 1, 2021, to September 30, 2022				
1	Cart reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation
Option period #3 , from October 1, 2022, to September 30, 2023				
1	Cart reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation
Option period #4 , from October 1, 2023, to September 30, 2024				
1	Cart reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation

Table 7 - Conference Room Rental Services

Conference Room Rental Services		
Designated region: _____		Firm Hourly Rate
Initial Standing Offer Period		
1	Rental Fee - 1 to 5 people	\$ ____/hour
2	Rental Fee - 6 to 10 people	\$ ____/hour
3	Rental Fee - 11 to 15 people	\$ ____/hour
4	Rental Fee - 16 people or more	\$ ____/hour
Option period #1 , from October 1, 2020, to September 30, 2021		
1	Rental Fee - 1 to 5 people	\$ ____/hour
2	Rental Fee - 6 to 10 people	\$ ____/hour
3	Rental Fee - 11 to 15 people	\$ ____/hour
4	Rental Fee - 16 people or more	\$ ____/hour
Option period #2 , from October 1, 2021, to September 30, 2022		
1	Rental Fee - 1 to 5 people	\$ ____/hour
2	Rental Fee - 6 to 10 people	\$ ____/hour
3	Rental Fee - 11 to 15 people	\$ ____/hour
4	Rental Fee - 16 people or more	\$ ____/hour
Option period #3 , from October 1, 2022, to September 30, 2023		
1	Rental Fee - 1 to 5 people	\$ ____/hour
2	Rental Fee - 6 to 10 people	\$ ____/hour
3	Rental Fee - 11 to 15 people	\$ ____/hour
4	Rental Fee - 16 people or more	\$ ____/hour
Option period #4 , from October 1, 2023, to September 30, 2024		
1	Rental Fee - 1 to 5 people	\$ ____/hour
2	Rental Fee - 6 to 10 people	\$ ____/hour
3	Rental Fee - 11 to 15 people	\$ ____/hour
4	Rental Fee - 16 people or more	\$ ____/hour

Solicitation No. - N° de l'invitation
EN578-180504/B
Client Ref. No. - N° de réf. du client
EN578-18-0504

Amd. No. - N° de la modif.
File No. - N° du dossier
cy036.EN578-180504

Buyer ID - Id de l'acheteur
cy036
CCC No./N° CCC - FMS No./N° VME

ANNEX C - SECURITY REQUIREMENTS CHECKLIST

(Please, see attached below)



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		Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction		Communications Procurement Dir
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Court Reporting Services		
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"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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 / Non Yes / 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 / Non Yes / 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 : _____

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat EN578-180504
Security Classification / Classification de sécurité UNCLASSIFIED

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																					
Westall, Susan	Senior Supply Specialist																						
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date																				
613-949-8350	613-991-5870	susan.westall@tpsgc-pwgsc.gc.ca	2019/10/08																				
14. Organization Security Authority / Responsable de la sécurité de l'organisme																							
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature																					
Fleury, Jean-Michel	SO																						
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date																				
819-639-9758	--	jean-michel.fleury@tpsgc-pwgsc.gc.ca																					
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																				
<div style="border: 1px solid black; padding: 5px; width: 30%; float: left; margin-right: 10px;"> Lyndsay Clark – Contract Security Officer Lyndsay.clark@tpsgc-pwgsc.gc.ca (613) 957-9388 </div> <table border="1" style="width: 100%;"> <tr> <td colspan="2">en matière de sécurité</td> <td colspan="2">Signature</td> </tr> <tr> <td>Title - Titre</td> <td colspan="3"></td> </tr> <tr> <td></td> <td></td> <td colspan="2"></td> </tr> <tr> <td>de télécopieur</td> <td>E-mail address - Adresse courriel</td> <td colspan="2">Date</td> </tr> <tr> <td></td> <td></td> <td colspan="2"></td> </tr> </table>				en matière de sécurité		Signature		Title - Titre								de télécopieur	E-mail address - Adresse courriel	Date					
en matière de sécurité		Signature																					
Title - Titre																							
de télécopieur	E-mail address - Adresse courriel	Date																					



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		Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction		Communication Procurement Dir
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Court Reporting services		
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"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTÉGÉ A <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED B <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTÉGÉ B <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	COSMIC TRÈS SECRET <input type="checkbox"/>	



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 / Non Yes / 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 / Non Yes / 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 :

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat EN578-180504/A Rev 1
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Westall, Susan		Title - Titre Senior Supply Specialist	Signature
Telephone No. - N° de téléphone 613-949-8350	Facsimile No. - N° de télécopieur 613-991-5870	E-mail address - Adresse courriel susan.westall@tpsgc-pwgsc.gc.ca	Date 2019/11/04
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Fleury, Jean-Michel		Title - Titre SO	Signature
Telephone No. - N° de téléphone 819-639-9758	Facsimile No. - N° de télécopieur --	E-mail address - Adresse courriel jean-michel.fleury@tpsgc-pwgsc.gc.ca	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			
Stephanie Tompkins Contract Security Officer Stephanie.tompkins@tpgsc-pwgsc.gc.ca		Title - Titre	Signature
° de télécopieur	E-mail address - Adresse courriel	Date	



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: Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction: Communication Procurement Dir

3. a) Subcontract Number / Numéro du contrat de sous-traitance
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
Court Reporting services

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non 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? No / Non 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) No / Non 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. No / Non 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? No / Non 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"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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 / Non Yes / 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 / Non Yes / 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 : _____

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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
Westall, Susan	Senior Supply Specialist	

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-949-8350	613-991-5870	susan.westall@tpsgc-pwgsc.gc.ca	2019/11/04

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Fleury, Jean-Michel	SO	

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-639-9758	--	jean-michel.fleury@tpsgc-pwgsc.gc.ca	

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? No / Non 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

Stephanie Tompkins	Title - Titre	Signature
Contract Security Officer		

Stephanie.tompkins@tpgsc-pwgsc.gc.ca	No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Solicitation No. - N° de l'invitation
EN578-180504/B
Client Ref. No. - N° de réf. du client
EN578-18-0504

Amd. No. - N° de la modif.
File No. - N° du dossier
cy036.EN578-180504

Buyer ID - Id de l'acheteur
cy036
CCC No./N° CCC - FMS No./N° VME

ANNEX D – NON-DISCLOSURE AGREEMENT

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

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

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

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

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

Signature

Date

Solicitation No. - N° de l'invitation
EN578-180504/B
Client Ref. No. - N° de réf. du client
EN578-18-0504

Amd. No. - N° de la modif.
File No. - N° du dossier
cy036.EN578-180504

Buyer ID - Id de l'acheteur
cy036
CCC No./N° CCC - FMS No./N° VME

ANNEX E – STANDING OFFERS REPORTING

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

The quarterly report must include the following information on all call-ups issued under this standing offer during the reporting period¹:

STANDING OFFER NUMBER:		EN578-180504/.../CY					
OFFEROR'S NAME:							
QUARTERLY REPORTING PERIOD:							
DATE:							
#	Department Name	Call-up/Order Number	Date of call-up/order	\$ amount of call-up (including taxes)	Client Contact Name	Client Contact Email	Client Contact Phone number

The Standing Offer Authority is:

Mostafa Kamal
Supply Specialist
Telephone: 613-990-5858
Email: mostafa.kamal@tpsgc-pwgsc.gc.ca

Compiled by the quantity required. The quarterly reporting periods are defined as follows:

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

APPENDIX 1 – CERTIFICATIONS TO SUBMIT WITH THE OFFER

1. Former Public Servant

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

1.1 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 Defense Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

1.2 Former Public Servant in Receipt of a Pension

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

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

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

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

1.3 Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2. Canadian Content Certification

This procurement is limited to Canadian services.

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

The Offeror certifies that:

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

3. Electronic Payment Instruments

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

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

4. Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

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

Street Number / Street Name, Unit / Suite / Apartment Number:

City, Province, Territory / State:

Postal Code / Zip Code:

Country:

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

5. Set-aside for Aboriginal Business

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

5.2 The Offeror:

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

5.3 Offeror must check the applicable box below:

The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

5.4 The Offeror must check the applicable box below:

The Aboriginal business has fewer than six full-time employees.

OR

The Aboriginal business has six or more full-time employees.

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

5.6 By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

5.7 If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

APPENDIX 2 - OFFEROR'S TECHNICAL OFFER

Table 1: Selection of the Designated Regions

By placing an 'X' beside any of the designated region(s) below, the Offeror confirms that they will provide court reporting services, as described in Annex "A" Statement of Work, as specified in the table.

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

† Bilingual is defined as being within the same conversation and following document, requiring the same person to switch language as required and do both by him- or herself.

Table 2: Optional Services

By placing an 'X' beside any of the optional services below, the Offeror confirms that they will provide, as requested, these services, as described in Annex "A" Statement of Work, as specified in the table.

No.	Optional Services	The Offeror offers to provide these optional services as requested (indicate with an 'X')
1	Conference Room Rental services	
2	Teleconferencing or videoconferencing services	
3	Secured internet connection for the Offeror's exclusive use at the venue of the proceeding	
4	Printing of transcripts on non-standard paper or the use of special stock for covers, etc.	
5	Non-standard binding of transcripts	
6	Travel to other locations	
7	Legal videographer services	
8	CART Captioning services	

Table 3: Offeror's Representatives and Resources

M1		OFFEROR'S DESIGNATED REGION'S REPRESENTATIVES		
Designated region: _____				
Representative #1				
Full name: _____				
Title: _____				
email: _____				
Telephone: _____ - _____ - _____				
Contact period: Core hours <input type="checkbox"/> Non-core hours <input type="checkbox"/>				
Back-up #1				
Full name: _____				
Title: _____				
email: _____				
Telephone: _____ - _____ - _____				
Contact period: Core hours <input type="checkbox"/> Non-core hours <input type="checkbox"/>				
M3		OFFEROR'S PROPOSED RESOURCES		
#	Proposed Resources			
1	Full name:	_____		
	Designated region:	_____		
	Language(s):	French <input type="checkbox"/>	English <input type="checkbox"/>	Bilingual <input type="checkbox"/>
	Court reporting technique skills:	_____	_____	_____
	Experience #1 in court reporting:	Description: _____		
		Start date: _____		
		End date: _____		
	Experience #2 in court reporting:	Description: _____		
		Start date: _____		
		End date: _____		
2	Full name:	_____		
	Designated region:	_____		
	Language(s):	French <input type="checkbox"/>	English <input type="checkbox"/>	Bilingual <input type="checkbox"/>
	Court reporting technique skills:	_____	_____	_____
	Experience #1 in court reporting:	Description: _____		
		Start date: _____		
		End date: _____		
	Experience #2 in court reporting:	Description: _____		
		Start date: _____		
		End date: _____		

(Please add additional lines, as required.)

Solicitation No. - N° de l'invitation
EN578-180504/B
Client Ref. No. - N° de réf. du client
EN578-18-0504

Amd. No. - N° de la modif.
File No. - N° du dossier
cy036.EN578-180504

Buyer ID - Id de l'acheteur
cy036
CCC No./N° CCC - FMS No./N° VME

Table 4: Offeror's Experience

M2.1	Offeror's Experience
a	Name of the Offeror's organization
b	Date of registration of the Offeror's organization
c	Detailed history of the Offeror's organization, and the nature of the court reporting services provided on an ongoing basis

Table 5: Offeror's Clients and Projects

M2.2	Client/project #1
a	Name of the client organization
b	The name, current title, telephone number and email of the client
c	Address, including province, of where the services were rendered
d	Start and end date of the work or project
	Start date: End date:
e	Details and the types of the services provided
f	The language in which the services were provided
g	Description of the court reporting techniques used

I certify that the information provided above is accurate.

 Signature of person who received the services

 Name (print)

 Title

 Date

NOTE: the Offeror may submit a signed letter **OR** an email with a signature block from the organization.

M2.2 Client/project #2	
a	Name of the client organization
b	The name, current title, telephone number and email of the client
c	Address, including province, of where the services were rendered
d	Start and end date of the work or project
	Start date: End date:
e	Details and the types of the services provided
f	The language in which the services were provided
g	Description of the court reporting techniques used

I certify that the information provided above is accurate.

 Signature of person who received the services

 Name (print)

 Title

 Date

NOTE: the Offeror may submit a signed letter **OR** an email with a signature block from the organization.

M2.2 Client/project #3	
a	Name of the client organization
b	The name, current title, telephone number and email of the client
c	Address, including province, of where the services were rendered
d	Start and end date of the work or project
	Start date: End date:
e	Details and the types of the services provided
f	The language in which the services were provided
g	Description of the court reporting techniques used
<p>I certify that the information provided above is accurate.</p> <p>_____ Signature of person who received the services</p> <p>_____ Name (print)</p> <p>_____ Title</p> <p>_____ Date</p>	

NOTE: the Offeror may submit a signed letter **OR** an email with a signature block from the organization.

Table 6: Criteria R1 - Techniques, Technologies and Equipment

No.	Offeror's Response to Point Rated Criteria R1	
R1	The Offeror should provide a clear, complete, and relevant description for each of the following points:	
	R1.1	A description of how exhibits from a proceeding are marked and documented.
	Offeror's response to R1.1	
	R1.2	A description of how non-verbal responses from individuals in a proceeding are handled.
	Offeror's response to R1.2	
	R1.3	A description of the process to digitally record the audio of a proceeding.
	Offeror's response to R1.3	
	R1.4	A description of the process for Researching a proceeding and/or subject matter ahead of time (when information is provided by the client, and when no information is provided by the client).
	Offeror's response to R1.4	

(Please add additional lines, as required.)

Table 7: Criteria R2 – Quality Assurance

No.	Offeror's Response to Point Rated Criteria R2	
R2	The Offeror should provide a clear, complete, and relevant description for each of the following points:	
	R2.1	Validation of grammar and spelling
	Offeror's response to R2.1	
	R2.2	Validation of the formatting.
	Offeror's response to R2.2	
	R2.3	Conducting research for technical terms and names
	Offeror's response to R2.3	
	R2.4	Validation and confirmation of dates
	Offeror's response to R2.4	
	R2.5	Comparing the final document to the draft to confirm that all corrections are final
	Offeror's response to R2.5	

(Please add additional lines, as required.)

Table 8: Criteria R3 – Client Support

No.	Offeror's Response to Point Rated Criteria R3	
R3	The Offeror should provide a clear, complete, and relevant description for each of the following points:	
	R3.1	Ensuring staff availability to receive, respond to and process call-ups or work requests during core hours .
	Offeror's response to R3.1	
	R3.2	Ensuring staff availability to receive, respond to and process call-ups or work requests during non-core hours .
	Offeror's response to R3.2	
	R3.3	Assignment of work during core hours .
	Offeror's response to R3.3	
	R3.4	Assignment of work during non-core hours .
	Offeror's response to R3.4	
	R3.5	Ensuring availability of court reporters during core hours .
	Offeror's response to R3.5	
	R3.6	Ensuring availability of court reporters during non-core hours .
	Offeror's response to R3.6	

(Please add additional lines, as required.)

APPENDIX 3 - OFFEROR'S FINANCIAL OFFER

- Where indicated, the Offeror must clearly specify for which designated region they are offering the prices for.
- Should an item within the Pricing Schedule provided have no charge associated with it, the Offeror must indicate "NO CHARGE" and not leave the space blank.

Table 1 – Initial Standing Offer Period

Designated region: _____		Initial Standing Offer Period		
		A	B	C
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost ¹	At Cost ¹	At Cost ¹
22	USB, CD/ DVD	At Cost ¹	At Cost ¹	At Cost ¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

Table 2- Option period #1

Designated region: _____		Option period #1		
		D	E	F
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost ¹	At Cost ¹	At Cost ¹
22	USB, CD/ DVD	At Cost ¹	At Cost ¹	At Cost ¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

Table 3 - Option period #2

Designated region: _____		Option period #2		
		G	H	I
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost ¹	At Cost ¹	At Cost ¹
22	USB, CD/ DVD	At Cost ¹	At Cost ¹	At Cost ¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

Table 4 - Option period #3

Designated region: _____		Option period #3		
		J	K	L
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost ¹	At Cost ¹	At Cost ¹
22	USB, CD/ DVD	At Cost ¹	At Cost ¹	At Cost ¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

Table 5 - Option period #4

Designated region: _____		Option period #4		
		M	N	O
Item No.	Categories	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Attendance Fees				
1	Attendance Fees (with transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
2	Cancellation fees (for attendance Fees with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
3	Attendance Fees (without transcript order)	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
4	Cancellation fees (for attendance Fees without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Teleconference and Videoconference Calls fees				
5	Dial-in with transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
6	Cancellation fees (for Dial-in with transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
7	Dial-in without transcript order	\$ ____ / hour	\$ ____ / hour	\$ ____ / hour
8	Cancellation fees (for Dial-in without transcript order)	\$ ____ / cancellation	\$ ____ / cancellation	\$ ____ / cancellation
Transcription fees (electronic file only)				
9	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
10	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
11	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
12	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
13	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Transcription fees (hard Copy only)				
14	Daily copy	\$ ____ / word	\$ ____ / word	\$ ____ / word
15	Expedited	\$ ____ / word	\$ ____ / word	\$ ____ / word
16	Rapid	\$ ____ / word	\$ ____ / word	\$ ____ / word
17	Normal	\$ ____ / word	\$ ____ / word	\$ ____ / word
18	Discounted	\$ ____ / word	\$ ____ / word	\$ ____ / word
Fee- additional hard copies				
19	Additional copy of transcript, electronic copy only	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
20	Additional copy of a transcript, both electronic and hard copy versions	\$ ____ / copy	\$ ____ / copy	\$ ____ / copy
Deliveries				
21	Courier delivery	At Cost ¹	At Cost ¹	At Cost ¹
22	USB, CD/ DVD	At Cost ¹	At Cost ¹	At Cost ¹
23	TOTAL PRICE (SUM OF ITEMS NO. 1 TO 22)			
Description	Daily copy: proceeding concludes and the recording available by no later than 5:00 p.m. for overnight transcription and delivery by 9:00 a.m.			
	Expedited delivery: 2 to 4 days			
	Rapid delivery: 5 to 9 days			
	Normal delivery: 10 to 13 days			
	Discounted delivery: 14 days or later			

Table 6 – Summary of Financial Offer

Designated region: _____		Total Assessed Price (row 23)		
Tables	Description	Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Table 1	Initial Standing Offer Period	\$ _____	\$ _____	\$ _____
Table 2	Option period #1	\$ _____	\$ _____	\$ _____
Table 3	Option period #2	\$ _____	\$ _____	\$ _____
Table 4	Option period #3	\$ _____	\$ _____	\$ _____
Table 5	Option period #4	\$ _____	\$ _____	\$ _____

Table 7 – CART Reporting Services (OPTIONAL)

CART Reporting Services				
Designated region: _____		Firm Rate - English	Firm Rate - French	Firm Rate - Bilingual
Initial Standing Offer Period				
1	CART reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation
OPTION PERIOD #1				
1	CART reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation
OPTION PERIOD #2				
1	CART reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation
OPTION PERIOD #3				
1	CART reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation
OPTION PERIOD #4				
1	CART reporting services (without transcript)	\$ ____/hour	\$ ____/hour	\$ ____/hour
2	Cancellation for CART reporting services (without transcript)	\$ ____/ cancellation	\$ ____/ cancellation	\$ ____/ cancellation

Table 8 – Conference Room Rental Services (OPTIONAL)

Conference Room Rental Services		
Designated region: _____		Firm Hourly Rate
Initial Standing Offer Period		
1	Rental Fee - 1 to 5 people	\$ _____/hour
2	Rental Fee - 6 to 10 people	\$ _____/hour
3	Rental Fee - 11 to 15 people	\$ _____/hour
4	Rental Fee - 16 people or more	\$ _____/hour
OPTION PERIOD #1		
1	Rental Fee - 1 to 5 people	\$ _____/hour
2	Rental Fee - 6 to 10 people	\$ _____/hour
3	Rental Fee - 11 to 15 people	\$ _____/hour
4	Rental Fee - 16 people or more	\$ _____/hour
OPTION PERIOD #2		
1	Rental Fee - 1 to 5 people	\$ _____/hour
2	Rental Fee - 6 to 10 people	\$ _____/hour
3	Rental Fee - 11 to 15 people	\$ _____/hour
4	Rental Fee - 16 people or more	\$ _____/hour
OPTION PERIOD #3		
1	Rental Fee - 1 to 5 people	\$ _____/hour
2	Rental Fee - 6 to 10 people	\$ _____/hour
3	Rental Fee - 11 to 15 people	\$ _____/hour
4	Rental Fee - 16 people or more	\$ _____/hour
OPTION PERIOD #4		
1	Rental Fee - 1 to 5 people	\$ _____/hour
2	Rental Fee - 6 to 10 people	\$ _____/hour
3	Rental Fee - 11 to 15 people	\$ _____/hour
4	Rental Fee - 16 people or more	\$ _____/hour