



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

Royal Canadian Mounted Police | Gendarmerie royale du Canada  
 Bid Receiving | Réception des soumissions  
 Mail Parcel and Screening Facility | Installation d'inspection du courrier et des colis  
 Attention: Brianne Leach  
 Mailstop | Arrêt postal 15  
 73 promenade Leikin Drive  
 Ottawa Ontario K1A 0R2 Canada

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

**REQUEST FOR  
PROPOSAL**

**DEMANDE DE  
PROPOSITION**

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Court Reporting Services		<b>Date</b> January 28, 2020
<b>Solicitation No. – N° de l'invitation</b> 201904047		
<b>Client Reference No. - No. De Référence du Client</b> 201904047		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	2pm	EST (Eastern Standard Time) HNE (heure normale de l'Est)
<b>On / le :</b>	March 09, 2020	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Brianne.Leach@rcmp-grc.gc.ca		
<b>Telephone No. – No. de téléphone</b> 613-843-6038		

<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>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)</b>	
<b>Signature</b>	<b>Date</b>



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## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Statement of Work
- 1.3. Comprehensive Land Claims Agreement(s)
- 1.4. Debriefings
- 1.5. Recourse Mechanisms
- 1.6. Trade Agreements

### PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries - Bid Solicitation
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative

### PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1. Bid Preparation Instructions

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

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. Certifications Precedent to Contract Award and Additional Information

### PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Security Requirement
- 6.2. Statement of Work
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Proactive Disclosure of Contracts with Former Public Servants
- 6.7. Payment
- 6.8. Invoicing Instructions
- 6.9. Certifications and Additional Information
- 6.10. Applicable Laws
- 6.11. Priority of Documents
- 6.12. Procurement Ombudsman
- 6.13. Insurance

### List of Annexes:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Security Requirements Check List



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Annex **D** Non-Disclosure Agreement  
Annex **E** Task Authorization Form



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Recourse Mechanisms**

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the [Buyandsell.gc.ca](http://Buyandsell.gc.ca) website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>

### **1.5 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).



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## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

### **2.3 Enquiries - Bid Solicitation**

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

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

### **2.4 Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory



specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **2.5 Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: [corporate\\_accounting@rcmp-grc.gc.ca](mailto:corporate_accounting@rcmp-grc.gc.ca)

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies – 1 original & 2 copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders 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.



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**Section I: Technical Bid**

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

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**3.1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications**

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

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

**4.1 Evaluation Procedures**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

All Bidders are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

For the purpose of personnel qualifications, experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided that they are related to the required services.

Proposals not meeting all of the Mandatory Evaluation Criteria will be considered as non-responsive and given no further consideration.



Item	Evaluation Criteria	Met/Not Met	Substantiation
	<b>Proposed Resources</b>		
<b>M1</b>	Each of the Bidder's three (3) proposed resources must have a minimum of three (3) years demonstrated experience in verbatim reporting for courtrooms or administrative tribunals within the last five (5) years (from RFP bid closing date).		
	<b>Corporate</b>		
<b>M2</b>	<p>The Bidder must have demonstrated experience providing court reporting services within the last five (5) years (from RFP bid closing date).</p> <p>In order to substantiate this, the Bidder must provide written summaries for three (3) *projects. At least one (1) of the three (3) projects must be for court reporting services valued at a minimum of \$50,000.00 (CAD). Each summary must demonstrate ALL of the following:</p> <ul style="list-style-type: none"> <li>a) the name of the client organization;</li> <li>b) brief description of the project, identifying the types of services provided;</li> <li>c) the start and end dates of the project;</li> <li>d) the number of resources provided as part of the project; and</li> <li>e) the value (CAD without taxes) of the project.</li> </ul> <p>Bidders may be requested to provide the name, title and contact information for the projects provided.</p>		

\*Projects must be \*\*similar to the requirements described in the Statement of Work. \*\*Similar means complete verbatim court reporting services in Canada for a minimum one (1) day to a maximum four (4) weeks with a resulting transcript of a minimum 230 pages.

#### 4.1.1.2 Point Rated Technical Criteria

Each Technical Proposal that meets all Mandatory Requirement specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria.

In addressing the point rated evaluation criteria, the candidate should supplement the information supplied in response to the mandatory requirements with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the point rated evaluation.





Item	Requirement	Max Points	Bidder's Score	Substantiation
	<b>Proposed Resources</b>			
R1	<p>Each proposed resource has demonstrated experience in verbatim reporting for courtrooms or administrative tribunals beyond the minimum identified at M1.</p> <p>For each proposed resource, Bidders must provide the following:</p> <ul style="list-style-type: none"><li>a) the name of the client organization;</li><li>b) brief description of the work, identifying the types of services provided;</li><li>c) duration of the projects (start and end dates).</li></ul>	5 points for each additional one (1) year of experience to a maximum of fifteen (15) points per resource for a total of 45 points.		
	<b>Corporate</b>			
R2	<p>The Bidder has demonstrated experience providing court reporting services as described in the Statement of Work in the last five (5) years, beyond the minimum identified at M2.</p> <p>Bidders must provide the following in the *project summary:</p> <ul style="list-style-type: none"><li>a) the name of the client organization;</li><li>b) the Technical Authority name, title, contact information;</li><li>c) brief description of the project, identifying the types of services provided;</li><li>d) duration of the project (start and end dates);</li><li>e) the number of resources provided for the project; and</li><li>f) the value of the project.</li></ul>	5 points for each additional project to a maximum of thirty (30) points		
<b>Total of all the Point Rated technical criteria</b>		<b>75 points</b>		



**4.1.2 Financial Evaluation**

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

**4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria.
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bids with the highest combined rating of technical merit and price in each region will be recommended for award of a contract. Up to two (2) contracts will be awarded.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd



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## PART 5 - CERTIFICATIONS

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

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

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

### 5.1 Certifications Precedent to Contract Award and Additional Information

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

#### 5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

#### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

#### 5.1.3 Additional Certifications Precedent to Contract Award

##### 5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "1" to Part 5) has been developed by the federal Competition Bureau for use by the Contracting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to



disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

### 5.1.3.1 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### Former Public Servant in Receipt of a Pension

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

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

name of former public servant;

date of termination of employment or retirement from the Public Service.



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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **5.1.3.2 Status and Availability of Resources**

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

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

### **5.1.3.3 Education and Experience**

#### **5.1.3.3.1 SACC Manual clause A3010T (2010-08-16) Education and Experience**



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## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** The security requirements (SRCL and related clauses) apply and form part of the Contract.

### **6.2 Statement of Work**

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

#### **6.2.1 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **6.2.2 Task Authorization Process**

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "E".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority within 3 working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **6.2.3 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **6.2.4 Minimum Work Guarantee – All the Work – Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$10,000.00.



2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **6.2.5 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly 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; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

#### **For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and





- 
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### **6.3 Standard Clauses and Conditions**

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

#### **6.3.1 General Conditions**

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of award for a period of three (3) years.

#### **6.4.3 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

Name: Brianne Leach  
Title: Procurement Officer  
Organization: Royal Canadian Mounted Police  
Royal Canadian Mounted Police  
Address: 73 Leikin Drive, Mailstop #15, Ottawa, Ontario K1A 0R2

Telephone: 613-843-6038  
E-mail address: [Brianne.Leach@rcmp-grc.gc.ca](mailto:Brianne.Leach@rcmp-grc.gc.ca)

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





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### 6.5.2 Project Authority

The Project Authority for the Contract is *(to be inserted at time of contract award)*:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative *(Bidder to specify in technical proposal)*:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 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.

### 6.7 Payment

#### 6.7.1 Basis of Payment - Firm Unit Price – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price, in accordance with the basis of payment, in Annex B as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.



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### 6.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$300,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.8 Invoicing Instructions

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

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

#### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions \_\_\_\_\_ (*insert number, date and title*);
- (c) the general conditions \_\_\_\_\_ (*insert number, date and title*);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-Disclosure Agreement
- (h) Annex E, Task Authorization Form
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 6.12. Procurement Ombudsman

### 6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

### 6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

## 6.13 Insurance

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

## 6.14 Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.



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**ANNEX "A"**  
**STATEMENT OF WORK**

**1. TITLE:**

Court Reporter Services for Royal Canadian Mounted Police (RCMP) Recourse & Conduct Adjudications Directorate - Western and Eastern Canada

**1.1 Main Objective:**

To provide the Recourse & Conduct Adjudications Directorate of the RCMP complete verbatim reporting services at Adjudication Board Hearings & Discharge and Demotion Board Hearings, on an “as and when requested” basis.

**1.2 Background**

Section 45.1(15) of the *RCMP Act* requires that all Conduct Board Hearings be recorded. RCMP Adjudication Boards are quasi-judicial tribunals composed of one (1) Conduct Board (member of Recourse & Conduct Adjudications Directorate). The mandate of the Board is to conduct hearings with respect to RCMP members who are alleged to have breached the RCMP Code of Conduct. Discharge and Demotion Boards have the same make-up, but are struck to adjudicate on the unsuitability of RCMP members to perform their duties.

Hearings are held anywhere in Canada, usually at or near the location of the allegation. The Directorate does not control its workload; it is generated from RCMP Divisions across the country and therefore cannot guarantee the number of hearing days in any given fiscal year. Hearings before the Boards can last anywhere from one (1) day to four (4) weeks. In general, hearings last three (3) to five (5) days, requiring approximately 230 to 250 pages of transcript per day.

**2. DEFINITIONS:**

RCMP: Royal Canadian Mounted Police

Hearing: A formal legal proceeding with the judge or panel members and opposing sides present, but no jury.

Transcript: A transcript is an official word-for-word recording of a legal proceeding produced by a verbatim reporter at the time. It may be the transcript of a proceeding, disposition or a hearing. For the purposes of this contract, the official record is the written transcript. An index and title page of the transcript will be included.

Proceeding: Generally, the process of conducting judicial business before a court or other judicial officer. A “proceeding” refers to any one of the separate steps in that process, like a motion, a hearing.



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### **3. APPLICABLE DOCUMENTS**

The following document references are to be considered supplemental information only.

*RCMP Act* (R.S., 1985, c. R-10), (<https://laws-lois.justice.gc.ca/eng/acts/R-10/index.html>)

### **4. GENERAL REQUIREMENTS**

The Contractor must provide complete verbatim reporting services for all hearings to be conducted by the Adjudications Directorate of the RCMP at various locations across Canada. Locations in Western and Eastern Canada include the provinces and territories of Manitoba, Saskatchewan, Alberta, British Columbia, Yukon, Northwest Territories, Nunavut, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland & Labrador. The work must be provided on an “as and when requested” basis via an approved Task Authorization (TA), in accordance with the terms and conditions and provisions of the Contract and this Statement of Work.

#### **4.1 Language Requirements**

The Contractor must provide Verbatim Court Reporting Services in English, French or bilingual. The language requirement(s) will be specified in any resulting Task Authorization.

#### **4.2 Availability of Resources and Concurrent Hearings**

**4.2.1** Resources must be available on an "as and when requested" basis throughout the duration of the Contract. Services will be provided in various locations (refer to section 1.1) throughout Canada. The Contractor must have the resource(s) available to commence the work at the time requested in the Task Authorization.

**4.2.2** The RCMP may schedule up to three (3) concurrent hearings in different locations within Canada for a period up to five (5) days requiring French, English or bilingual court reporters. Therefore, the Contractor must have three (3) resources available, including, at minimum two (2) bilingual resources available to meet this need when required. Appendix 1 to Annex B lists the main cities within Canada and the anticipated language requirement within those cities.

### **5.0 DETAILED DESCRIPTION OF SERVICE**

The work to be performed by the Contractor and deliverables produced on an as-and-when requested basis includes the following:

#### **5.1 Equipment and Read-Back Services**

**5.1.1** The Contractor must use any equipment to record the evidence and representations from which accurate verbatim transcripts of the proceedings can be created, provided there is the capacity to provide, at any given time during a hearing, a “read-back” service with regard to anything said as part of the official record.

**5.1.2** The Contractor must provide any and all equipment required to assist in the production of transcripts.



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- 5.1.3** The Contractor must provide, at any given time during the hearings, a 'read-back' service with regard to anything said as part of the official record. The recording only of the hearings, without the presence of a court reporter as defined herein, is permitted under this Contract.

## **5.2 Format of Transcripts**

The format and style of clause of all transcripts must be as prescribed as below:

- 5.2.1** Each page must be 21.5 cm (8.5 inches) by 27.8 cm (11 inches) and left margins – 1½ inch; top, bottom and right margins – 1 inch.
- 5.2.2** Each transcript page must consist of not equal to and not less than 25 typed lines with an average of 200 words; (100% optimized, MS Word - actual word count). Font - Courier - 12 point.
- 5.2.3** Electronic copies of transcripts must be provided in MS Word and PDF format in the language of the hearing.
- 5.2.4** An index and title page must be placed at the front of each volume of transcript.
- 5.2.5** Transcripts must be certified and signed by the attending reporter.

## **5.3 Delivery of Transcript**

Recordings and transcripts must be identified and treated as "Protected" and are not to be supplied or remitted to anyone without the express prior approval of the Technical Authority.

- (a) Regular Copy - Includes: one (1) original transcript electronic copy with an index and title page in MS Word and PDF format. The per page rate is based upon the number of original transcript pages produced. Must be delivered within (8) working days after the conclusion of the hearing to the address specified in the Task Authorization, unless specified otherwise by the Technical Authority.
- (b) Daily Copy - Includes: one (1) original transcript electronic copy with an index and title page in MS Word and PDF format. The per page rate is based upon the number of original transcript paper pages produced. Must be delivered daily, as specified below.

The RCMP may occasionally require Daily Copy transcripts for some of the hearings. For hearings which adjourn before 6:00 PM, the transcripts must be delivered electronically to the address specified in the Task Authorization, unless specified otherwise by the Technical Authority, at the start of business on the next working day, at no additional cost to Canada. For hearings which adjourn after 6:00 PM, the delivery time will be noon the following working day.

## **6.0 HEARING AND PROCEEDINGS**

- 6.1** Hearings will be held between the hours of 8:30 a.m. and 10:00 p.m (local time).
- 6.2** Proceedings will be conducted in both open court and in-camera sessions.
- 6.3** Proceedings will be conducted under various sections of the *RCMP Act* and Regulations.



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**6.4** Court reporters must be on site at least half an hour before the commencement of the hearing to ensure their equipment is installed and functioning.

**7.0 COPIES OF TRANSCRIPTS**

RCMP has the right to make as many copies of any transcript, or portion thereof, as deemed necessary for Canada's its internal use.

**8.0 WORK LOCATION**

Services will be required at various locations throughout Western and Eastern Canada. The Contractor must provide services to the RCMP and travel to sites within Canada, as required. Travel and living costs where applicable, will be in accordance with the Basis of Payment, Annex B.

**9.0 INSPECTION**

The Technical Authority shall be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered shall be subject to inspection by the Inspection Authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the acceptability of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.



**ANNEX "B"**

**BASIS OF PAYMENT**

**The Contractor will be paid in accordance with the following Basis of Payment for work performed pursuant to any Task Authorization resulting from the Contract.**

All prices specified below are in Canadian dollars, FOB destination if applicable, include all shipping and handling charges to the destination specified in any resulting Task Authorization (Canadian Customs duties and excise taxes included if applicable), Goods and Services Tax (GST) and Harmonized Sales Tax (HST) extra, where applicable.

All-inclusive per page rate means the rate includes all costs associated with the provision of the Verbatim Reporting Services, photocopying equipment and facilities, shipping and handling, etc. Travel and Living is included in the all-inclusive rates for the locations specified in Appendix 1 to Annex A below.

<b>VERBATIM REPORTING SERVICES</b>			
<b>Item</b>	<b>Transcripts</b>	<b>FIRM ALL INCLUSIVE PER PAGE RATES</b>	
		<b>Initial Contract Period 3 years from date of award</b>	<b>Option Period 1 1 year from date of expiry of initial contract period</b>
<b>1</b>	<b>Daily Copy - 1 day delivery.</b> The per page rate is based upon the number of original transcript paper pages produced. See Annex 'A', "Statement of Work" for full description.	\$ per page	\$ per page
<b>2</b>	<b>Additional Copies-1 day delivery.</b> Copy of original paper transcript in excess of item 1 above.	\$ per page	\$ per page
<b>3</b>	<b>Regular Copy - 5 day delivery.</b> The per page rate is based upon the number of original transcript paper pages produced. See Annex 'A', "Statement of Work" for full description.	\$ per page	\$ per page
<b>4</b>	<b>Additional Copies - 8 day* delivery.</b> Copy of original paper transcript in excess of item 3 above.	\$ per page	\$ per page
<b>Other</b>		<b>FIRM ALL INCLUSIVE HOURLY RATES</b>	
<b>5</b>	<b>Recess** Fee and Fee for hearings that last less than one (1) day - per reporter</b>  (hourly rate per reporter up to a maximum of six hours each)	\$ per hour	\$ per hour





Cancellation		FIRM ALL INCLUSIVE CANCELLATION RATES	
<b>6</b>	Cancellation charges may be claimed if the Contractor is given notice of cancellation less than 48 hours in advance of a new hearing.	\$	\$

\* Day is defined as follows:

1. the computation of a day is governed by the *Interpretation Act, R.S.C., 1985, c.I-21*, sections 26 and 27;
2. a day that is a holiday shall not be included in computation of time;
3. the period is calculated by commencing the day after the last day of the event; and
4. shall include every day of the week, including Saturday and excluding Sunday.

\*\* Recess is defined as follows: a break in session in the course of the day's proceedings

**3. Travel and Living Expenses**

3.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work for:

- a) Services provided in the cities listed in Appendix 1 to Annex "A".
- b) Services provided by any resource whose residence is within a 40 mile/64 kilometre radius of the hearing location.

These costs are included in the firm, all-inclusive rates in sections 1 and 2 above.

3.2 For services to be provided outside the locations specified at 3.1 above, the Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B,C and D of the Treasury Board Travel Directive <https://www.njc-cnm.gc.ca/directive/d10/en> and with the other provisions of the directive referring to "travelers", rather than those referring to "employees", in accordance with the following:

Travel expenses will only be paid from the closest city listed in Appendix 1 to Annex "A" to the location of the hearing. For example, if a hearing is held in Thompson MB and the closest city from Thompson is Winnipeg MB, and the court reporter resides in Regina SK, travel will only be paid from Winnipeg to Thompson, and not from Regina to Winnipeg.

3.3 Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.

3.4 All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

**4. GST/HST**

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.



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The estimated GST or HST is included in the total estimated cost shown on page 1 hereof. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST or HST paid or due.



**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**



Government of Canada  
Gouvernement du Canada

*NARMS 202011182*

Contract Number / Numéro du contrat <i>201904047</i>
Security Classification / Classification de sécurité

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

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



Government of Canada /  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>201904047</b>
Security Classification / Classification de sécurité

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / 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



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>201904047</b>
Security Classification / Classification de sécurité

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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





**ANNEX "D"**

**Non-Disclosure Agreement**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



**ANNEX "E"**

**TASK AUTHORIZATION FORM**

**COURT REPORTING SERVICES TO BE PERFORMED  
ON AN "AS AND WHEN REQUESTED BASIS"**

Contract Number:		Task Authorization Number: (TA-000)	TA Issue Date: (yyyy-mm-dd)
Est. Period of Service – Start Date (yyyy-mm-dd)		Est. Period of Service – End Date (yyyy-mm-dd)	TA Amendment Number: (if existing TA is being amended)
Service Delivery Location:		Contractor: Address:	RCMP Financial Code:
Item Number	Detailed Summary of Services		Estimated Cost
	GST/HST		\$
	<b>TOTAL ESTIMATED COST</b>		\$
<b>Cost and Limitation of Expenditure:</b> Will be in accordance with the firm rates established in the Basis of Payment, Annex "B" of the Contract. A limitation of expenditure will be used where the Work to be performed cannot be sufficiently detailed to accurately determine a firm price. Minor changes to these estimates will be accepted for billing purposes as the work proceeds, provided that the total estimated cost of the TA does not exceed the aforementioned Total Estimated Cost of the TA specified above.			
Name of Technical Authority:		Signature of Technical Authority:	Date:
<b>To the Contractor:</b> You are requested to supply the following services in accordance with the terms of the above reference contract. Only the services included in the contract shall be supplied against this task.			
Name and Title of Contractor:		Authorized Signature of Contractor:	Date:
<b>The Contractor hereby acknowledges receipt of this order upon signature</b>			
<b>Contract Authority:</b> The Contract Authority signature is required when the total value of the Task Authorization exceeds the \$10,000.00 threshold specified in the contract.			
Name of Contract Authority:		Signature of Contract Authority:	Date:



**APPENDIX 1 TO ANNEX "A"**

**MAIN CITIES WHERE SERVICES WILL BE PROVIDED**

City, Province	English	French	Bilingual
Halifax, NS			X
Montreal, QC			X
NCR*, ON			X
GTA**, ON			X
Winnipeg, MB	X		
Edmonton, AB	X		
Calgary, AB	X		
Vancouver, BC	X		

\*The National Capital Region (NCR) is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act can be found on the Justice Website: <http://laws.justice.gc.ca/en/N-4>

\*\* The Greater Toronto Area is defined as the City of Toronto, and the Regional Municipalities of York, Halton, Peel and Durham.





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**ANNEX “1” to PART 5**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

\_\_\_\_\_  
(Corporate Name of Recipient of this Submission)

for: \_\_\_\_\_  
(Name and Number of Bid and Project)

in response to the call or request (hereinafter “call”) for bids made by:

\_\_\_\_\_  
(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Corporate Name of Bidder or Tenderer [hereinafter “Bidder”])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a. has been requested to submit a bid in response to this call for bids;
  - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
  - a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and



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the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a. prices;
- b. methods, factors or formulas used to calculate prices;
- c. the intention or decision to submit, or not to submit, a bid; or
- d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;

9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

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(Printed Name and Signature of Authorized Agent of Bidder)

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(Position Title)

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(Date)