

## **RFP 5X001-21-0036 – Questions & Answers 1-8**

**Q1:**

Will the quality of the recordings be taken into account when deciding on Minor Errors, Substantive and Major Errors and if there is a complaint about a transcript?

**A1:**

CAS is aware that the quality of the recording can affect the transcript, and as indicated in the RFP, the bidder will complete the transcript to the best of their ability.

**Q2:**

Will CAS amended Section 4.6.5 of Annex to add the words “within a suitable timeframe?”

**A2:**

The wording “within a prescribed timeframe” is indicative of the timeframe the Court has requested for the transcript to be completed.

**Q3:**

Will the CAS provide spellings for names of individuals, business and case references that appear in the case documentation?

**A3:**

CAS can provide the index to the book of authorities for the hearings and the names of witnesses that were captured in the minutes of hearing.

**Q4:**

As low quality recordings make transcription much more time consuming, will a standard of recording be defined and a compensation be provided for situations where the provided DARS audio recordings do not meet the applicable standard? For example, as mentioned above, minor errors in transcription can lead to a 10 percent discount while substantive or larger errors lead to a 20 percent discount. Can we charge the court for a similar surcharge for poor recordings? If it is of assistance I have provide a few examples of poor quality audio recordings.

**A4:** We do understand that occasionally that there have been situations where the DARS audio recordings have been of poor quality, however we encourage you to advise us immediately when this happens as a backup recording is completed to mitigate the poor recordings and can be provided to you. At this time, we will not be able to consider surcharges for poor recordings.

**Additional Clarifications:**

**Q5:**

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5.2 - "...shall provide at least two (2) days' notice of the need of service." - this seems to contradict section 5.6 "The Contractor undertakes to inform the Project Authority in writing at least ten (10) days proper to the sitting if the Contractor is not available to provide the services of a resource. Please clarify.

**A5:**

5.2 is in relation to hearings wherein the Project Authority only came to know of the service requirement, and will to the greatest extent possible give 2 days notice for the need for services of the contractor

5.6 is in relation to hearings wherein the contractors services have been booked well in advance, and wherein allows the Contractor to provide 10 days notice should there be a resource issue, and allows for the Project Authority time to organize a contingency plan.

**Q6:**

If a firm were to meet the experience requirements for the court reporting and transcription portions of the tender are just shy of the registrar/technician experience requirements, would the bid still be viable for court reporting and transcription?

**A6:**

No the bid would not be viable as the proposal must meet all the mandatory criteria to be considered compliant.

**Q7:**

What will happen if no bid is successful? E.g., if there simply is not a contractor with sufficient experience in court reporting AND acting as a registrar in federal/provincial/municipal court/tribunals?

**A7:**

If no bids were successful, then CAS will take the appropriate actions, which could possibly lead to re-issuing another Request for Proposal depending on what the reasons were.

**Q8:**

Does acting as a registrar at IIROC hearings/tribunals qualify as valid experience for the registrar/technician?

**A8:**

Yes acting as a registrar at IIROC hearings/tribunals would qualify as valid experience for the registrar/technician.