



**RETURN BIDS BY EMAIL ONLY TO /  
RETOURNER LES SOUMISSIONS PAR  
COURRIEL SEULEMENT À:**

**Procurement.Approvisionnement  
@cas-satj.gc.ca  
Att: Michel Larivière**

Courts Administration Service, Contracting  
and Materiel Management Services /  
Service administratif des tribunaux  
judiciaires, Service d'approvisionnement et  
gestion du matériel

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Courts Administration Service**

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

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

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

**Comments - Commentaires**

**This document contains a Security  
Requirement.**

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

**Issuing Office – Bureau de distribution**

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

<b>Title – Sujet</b> Court Registrar services for the Tax Court of Canada (TCC) in the Province of Ontario	
<b>Solicitation No. – N° de l'invitation</b> 5X001-22-0219 – <b>Amd 002</b>	<b>Date</b> <b>July 26, 2022</b>
<b>Client Reference No. – N° référence du client</b> 5X001-22-0219	
<b>GETS Reference No. – N° de référence de SEAG</b> PW-22-01000233	
<b>File No. – N° de dossier</b> 5X001-22-0219	
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 2:00 PM / 14h00</b> <b>on – le August 09, 2022 / 09 août 2022</b>	<b>Time Zone - Fuseau horaire</b> Eastern Standard Time (EDT) / Heure avancée de l'Est (HAE)
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b>  <a href="mailto:Procurement.Approvisionnement@cas-satj.gc.ca">Procurement.Approvisionnement@cas-satj.gc.ca</a> Att: Michel Larivière	
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> See Herein	

<b>Vendor/firm Name and address:</b> <b>Nom et adresse du fournisseur/de l'entrepreneur :</b>	
<b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>(type or print) / Nom et titre de la personne autorisée à signer au nom du</b> <b>fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b>	
<b>Signature</b>	<b>Date</b>



## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work (Annex “A”), the Basis of Payment (Annex “B”), the Security Requirements Checklist (Annex “C”), the Electronic Payment Instruments (Annex “D”) and the Integrity Check (Annex “E”).

### **1.2 Summary**

This bid solicitation is being issued to fulfill the requirement of the Courts Administration Service (hereinafter referred to as “CAS” or Canada) for the services of Court Registrar services for the Tax Court of Canada (TCC) in the Province of Ontario.

It is intended to result in the award of one (1) contract from contract award to July 31, 2023, plus three (3) one (1) year irrevocable options allowing Canada to extend the term of the contract.

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

The requirement is not subject to the provisions of the:

- a) World Trade Organization Agreement on Government Procurement (WTO-AGP):  
Court Reporting and Transcription services not included in Annex 5 - Services
- b) Canada-European Union Comprehensive Economic and Trade Agreement (CETA):  
Court Reporting and Transcription services not included in Annex 19.5 - Services
- c) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP):  
Court Reporting and Transcription services not included in Annex 15-A, Section E
- d) Canada - Chile Free Trade Agreement (CCFTA):  
Court Reporting (R104) and Transcription services (R116) excluded as per Section B, Part 1, Annex Kbis-01.1-1 and Annex Kbis-01.1-2
- e) Canada - Colombia Free Trade Agreement:



- Court Reporting (R104) and Transcription services (R116) excluded as per Annex 1401-4, Section B, Part 1
- f) Canada - Honduras Free Trade Agreement:  
Court Reporting (R104) and Transcription services (R116) excluded as per Annex 17.4, Section B, Part 1
  - g) Canada - Korea Free Trade Agreement:  
Court Reporting and Transcription services not included in Annex 14-C
  - h) Canada - Panama Free Trade Agreement:  
Court Reporting (R104) and Transcription services (R116) excluded as per Annex 5, Section B, Part 1
  - i) Canada-Peru Free Trade Agreement (CPFTA):  
Court Reporting (R104) and Transcription services (R116) excluded as per Annex 1401.1-4, Part 1
  - j) Canada - Ukraine Free Trade Agreement (CUFTA):  
Court Reporting and Transcription services not included in Annex 10-4

but is subject to the Canadian Free Trade Agreement (CFTA).

### **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, by the Zoom Business software application or in person.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 180 days

### 2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids shall be transmitted only by electronic mail to:

[Procurement.Approvisionnement@cas-satj.gc.ca](mailto:Procurement.Approvisionnement@cas-satj.gc.ca)

**Attn: Michel Larivière**

### 2.3 Former Public Servant

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

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

#### 2.3.1 Definitions

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

- a. an individual;
- b. an individual who has incorporated;



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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### 2.3.3 Work Force Adjustment Directive – Information Required

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

If so, the Bidder must provide the following information:

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



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

## 2.4 Enquiries - Bid Solicitation

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

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

## 2.5 Applicable Laws

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

## 2.6 Improvement of Requirement During Solicitation Period

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

## 2.7 Basis for Canada's Ownership of Intellectual Property

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

Appendix A:

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

## 2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:



- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their electronic mail bid in separate sections as follows:

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

Due to the nature of the bid solicitation, bids shall be transmitted only by electronic mail.

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

#### **Section I: Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

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

##### **3.1.2 SACC Manual Clauses**

#### **Section III: Certifications**

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





## ATTACHMENT 1 TO PART 3, PRICE SCHEDULE

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

Bidders must provide a complete listing of all resources that they propose for this requirement along with the all-inclusive per diem rate.

The rates specified below, when quoted by the Bidder, includes travel and living expenses as defined below for work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed at both CAS' Ottawa and Toronto locations.

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

### **Note: Travel and Living Expenses**

Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work for services provided by any resource in the National Capital Metropolitan Area, in the Toronto Metropolitan Area or services provided by any resource whose residence is within a 100 kilometers radius of the hearing location of the National Capital Metropolitan Area or of the Toronto Metropolitan Area. These costs are included in the firm, all-inclusive per diem rates.

National Capital Metropolitan Area and Toronto Metropolitan Area are defined as followed:

- a) National Capital Metropolitan Area: The NCR is defined in the [National Capital Act](#), Revised Statutes of Canada (R.S.C.) 1985, Chapter N-4, Segment 2. The [National Capital Act](#) is available on the Justice Website; and
- b) Toronto Metropolitan Area: Bounded on the west by a south-north line running from Burlington to Caledon, on the north by a west-east line running from Caledon to Newmarket, on the east by a north-south line from Newmarket to Oshawa, on the south by the Lake Ontario.

For services provided over the 100 kilometers radius, 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. For meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#).

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.

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

All payments are subject to government audit.



**COURT REGISTRAR - Regular Hearings - PER DIEM RATE**

These following numbers represent CAS' best estimates as to the number of sitting days required.

No guarantee will be made for the number of hearings, nor will CAS be charged for the estimated amounts.

Rates should be submitted using the following format and the Bidder should calculate its total price.

COURT REGISTRAR Regular Hearings		Estimated number of sitting days per year	Period from Date of Award to July 31 <sup>st</sup> 2023	Option Period #1 June 1 <sup>st</sup> 2023 to July 31 <sup>st</sup> 2024	Option Period #2 June 1 <sup>st</sup> 2024 to July 31 <sup>st</sup> 2025	Option Period #3 June 1 <sup>st</sup> 2025 to July 31 <sup>st</sup> 2026	Total Price F = B+C+D+E	
Area	Language E=English B=Bilingual						(A)	(B)
Toronto	E	400	\$	\$	\$	\$	\$	F01
	B	30	\$	\$	\$	\$	\$	F02
Bidder all-inclusive proposed TOTAL BID PRICE (applicable taxes excluded) (sum of F01 and F02)							\$	



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4 - Evaluation procedures.

##### **4.1.2 Financial Evaluation**

Refer to Attachment 1 to Part 3 – Price Schedule.

The evaluated price of a bid will be determined in accordance with the Price Schedule.

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.









## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Additional Certifications Precedent to Contract Award**

##### **5.2.2.1 Status and Availability of Resources**

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



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

#### **5.2.2.2 Education and Experience**

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





## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3 Security Requirements

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The contractor/offeror personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, 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, PWGSC.
5. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex “C”; and
  - (b) *Contract Security Manual* (Latest Edition).

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract award to \_\_\_\_\_ inclusive.

#### 7.4.2 Option to Extend the Contract

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

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



## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is: *[to be completed at Contract Award]*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.2 Project Authority *[to be completed at Contract Award]*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative *[to be completed at Contract Award]*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_



## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

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

### 7.7.2 Limitation of Expenditure

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

### 7.7.3 Travel Expenses – National Joint Council Travel Directive

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

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

All payments are subject to government audit.

Estimated Cost: \$\_\_\_\_\_ (**amount to be inserted at contract award**). Taxes included.



#### **7.7.4 Method of Payment (Monthly Payment)**

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

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

#### **7.7.5 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card
- b. MasterCard Acquisition Card
- c. Direct Deposit (Domestic and International)
- d. Electronic Data Interchange (EDI)

#### **7.7.6 Time Verification**

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

#### **7.8 Invoicing Instructions**

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

Each invoice must be supported by:

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

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



## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.10 Applicable Laws

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

### 7.11 Integrity Check

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

### 7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-05-12), Higher Complexity - Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) Annex "D", Electronic Payment Instruments;
- (g) Annex "E", Integrity Check; and
- (h) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

### 7.13 Insurance

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

### 7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.



- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
  
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



## ANNEX “A”

### STATEMENT OF WORK

#### 1.0 TITLE

- 1.1 Court Registrar services for the Tax Court of Canada (TCC) in the Province of Ontario.

#### 2.0 BACKGROUND

- 2.1 Courts Administration Service (CAS) was established on July 2, 2003 by the *Courts Administration Service Act*, S.C. 2002, c. 8. to provide administrative services to four (4) national courts of law (the “**Courts**”): The Federal Court of Appeal (FCA), the Federal Court (FC), the Court Martial Appeal Court of Canada (CMACC) and the Tax Court of Canada (TCC) (the Courts). The Courts are itinerant, sitting and hearing cases across Canada. The proceedings are held in either or both of Canada’s official languages.
- 2.2 To provide Court Registrar services on an “as and when required basis” in the Province of Ontario.

#### 3.0 DEFINITION

- 3.1 **Bilingual personnel:** Defined as being fluent in both French and English.
- 3.2 **Conference calls:** Conference calls are calculated on an hourly rate. A conference call may contain multiple hearings, in which case a list will be provided to the Contractor. Additional or substituted hearings may be added to the list to be heard within that same call period at no additional charge.
- 3.3 **Daily Rate:** Hours worked based on an 8.0-hour workday. Partial days will be prorated based on actual hours worked, including ½ hour for lunch.
- 3.4 **DARS:** Digital Audio Recording System is used by the Courts Administration Service (CAS) during hearings.
- 3.5 **Half-day Rate:** 4.0 hours multiplied by the Contractor’s hourly rate, including ½ hour for preparation prior to the commencement of the hearing.
- 3.6 **Hearing:** Any type of hearing held by the Tax Court of Canada, but not limited to, motions, case management conferences, pre-trial conferences, and settlement conferences.
- 3.7 **Hourly Rate:** The Contractor’s all-inclusive hourly rate for hearings, which amounts to 1/8 of the daily rate or ¼ of the half-day rate.
- 3.8 **Hourly Rate for Conference call:** An all-inclusive hourly rate for the set up and recording of conference calls by the Contractor, regardless of location.
- 3.9 **Weekends:** Where a Court Registrar is booked on a weekend or holiday, the daily rate will apply.





## **4.0 DESCRIPTION OF SERVICES**

### **4.1 Court Registrar Services**

- 4.1.1 The Court Registrar shall execute the functions established by CAS as outlined in directives or any other documents, forms, instructions, and policies related to the functions of a Court Registrar as provided by the Project Authority. The Project Authority has full discretion to make amendments to the functions of the Court Registrar, as well as their execution.
- 4.1.2 The Court Registrar prepares the courtroom before the commencement of the hearing. They will execute the functions required by the Judge, i.e.: calling parties, rescheduling a case, faxing and photocopying documents. They must ensure all decorum and protocol is being respected at all times. They make proclamations in Court and administer oaths or solemn affirmations of witnesses. They take minutes, file exhibits, prepare a list of exhibits and load the cases onto the digital recording equipment and record the hearing.
- 4.1.3 Training will be provided by CAS on the role and responsibilities of Court Registrar as established by the Tax Court of Canada.
- 4.1.4 The Project Authority will inform the Contractor of all pertinent details of the hearing such as the type of hearing, gowning requirement and any special instructions relating to the Court's materials/equipment.
- 4.1.5 The Contractor shall use DARS unless otherwise authorized by the Project Authority to use their own equipment to record the proceedings. A separate back-up system (e.g. Tascam) for digitally recording the proceedings must be utilized at all times. Where the Contractor's own equipment is used, a copy of the audio recording must be provided to the Project Authority at the end of the sitting.
- 4.1.6 For the use of DARS and when required, training deemed shall be provided by a CAS representative to the Court Reporter on the operation of this equipment. Whether using DARS or their own equipment, each Court Registrar is required to ensure the proper use of the recording equipment and the preparation of audio recordings on an as and when requested basis.
- 4.1.7 For the Tax Court of Canada General Procedure's hearings the Court Registrar must be gowned in formal Court attire and formal business attire for Informal proceedings.
- 4.1.8 The Project Authority will notify the Contractor as to the type of hearings for which the gown must be worn. CAS will provide the Court Registrar with the formal gown. The Contractor will be responsible for the maintenance costs of such gowns while in the possession of the Court Registrar. The gowns must be returned to CAS upon request and in good condition.
- 4.1.9 When hearings are held in a hearing location other than an office of the CAS, the Contractor shall ensure that any photocopies, if a photocopier is available, are made from that hearing location. The cost of photocopies shall be billed through the regular invoices and supported



by a receipt.

- 4.1.10 The Court Registrar undertakes to return all Court documents, including those filed at the hearing, the Minutes of Hearing and the audio recording equipment, to CAS no later than the first business day following the end of the sitting.
- 4.1.11 A copy of the audio recording file, backup MP3 recording of the hearing and electronic copy of the minutes of hearing are to be prepared by the Court Registrar at the end of each hearing and delivered as directed by the Project Authority. The file names shall follow the naming convention established by the Project Authority and shall include the name of the case, the court file number, the Judge's code, the date and location of the hearing, as followed.

e.g TC###\_2022-####(IT)G\_20180202.doc  
TC###\_2022-####(IT)G\_20180202.mp3

- 4.1.12 The Contractor shall use updated manuals/procedures provided to them by CAS for any updates/changes to process.
- 4.1.13 Unless otherwise instructed by the Project Authority, the electronic transmission of audio files will be completed through use the Portal supplied by the Project Authority (e.g. SharePoint). In some instances, CDs may be requested by the presiding Justice or the Project Authority. In those cases, CDs shall include the name of the case, the court file number, the Judge's code, and the date and location of the hearing.
- 4.1.14 Smaller files such as minutes of hearing may be transmitted by e-mail as agreed upon between the Project Authority and the Contractor.

## **4.2 Training Requirements for Court Registrar (resources)**

- 4.2.1 The Contractor agrees that the resources will undergo any training deemed necessary by CAS. This training could include:
  - 4.2.1.1 Court Registrar services for the TCC ,including the preparation of minutes of hearing;
  - 4.2.1.2 Use of digital recording equipment and preparation of audio CDs, as applicable.
  - 4.2.1.3 Knowledge of the principles of law and specific practices and procedures in a judicial or quasi-judicial environment; or/and
  - 4.2.1.4 Knowledge of the legal terminology to ensure compliance with litigation practices and procedures.
- 4.2.2 Compensation for up to one day of training will be provided at one-half (1/2) the daily rates upon successful completion of the course. Additional training, to be determined by CAS official, shall be at the same rate.
- 4.2.3 Compensation for up to one day of practical training (such as observance of court



proceedings and in-court mentoring) in a courtroom environment will be provided. Additional training, if necessary and to be determined by CAS officials, shall be at the same rate.

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

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

## 5.0 REQUEST FOR SERVICES

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

5.2 For the replacement of specific individuals, please refer to clause [2035 \(08\) of the General Conditions - Higher Complexity - Services](#)

5.3 The Project Authority, to the greatest extent possible, shall provide to the Contractor at least two (2) business days' notice of the need of the services.

5.4 The Contractor shall provide CAS with the required resource(s) within two (2) business days of receiving the request for Services.

5.5 In urgent requirements, the Contractor shall provide CAS with the required resource(s) within one (1) business day of receiving the request for Urgent Services.

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

5.7 The Contractor shall provide an address and phone number where the Contractor may be reached a minimum of three (3) business days prior to the hearing.

## 6.0 SITTING FEES for APPROVED TRAVEL

6.1 If the Project Authority authorizes travel, the Contractor will be paid sitting fees under the following conditions:

(a) The Contractor will be paid up to one-half ( $\frac{1}{2}$ ) of the Contractor's daily rate when they are required to travel the day before the sitting.

(b) The Contractor will be paid up to one-half ( $\frac{1}{2}$ ) of the Contractor's daily rate if they are required to travel the day after the sitting.

(c) If the Contractor has time to travel home on the day the hearing ends, sitting fee will not be paid, as the daily rate will still be in effect.

(d) **No sitting fees will be paid for hearings in the National Capital Metropolitan Area or in the Toronto and Hamilton Area (GTHA).**



## 7.0 COMPLAINTS, REFUSAL & SUPPORT

- 7.1 The Project Authority will advise the Contractor, in writing, of any complaints of a particular resource service(s).
- 7.2 The Project Authority, with cause, may refuse the services of a particular resource based on current or past complaints from the Registry, Project Authority, or as directed by the Court, in which case the Contractor shall provide a trained and security cleared replacement resource as specified in section 5.2 above, resource as specified in section 5.2 above, within two (2) business days on site that is acceptable to the Project Authority.
- 7.3 The Contractor shall have at all times during the course of the Contract, a person who is in a position to assist or make decisions should intervention be required.

## 8.0 CANCELLATIONS

- 8.1 Cancellation Fees for Hearings: All CAS orders for services that are cancelled by the Project Authority with at least **one** (1) business days' notice prior to the date of the hearing will not be subject to any cancellation fees payable to Contractor. Weekend days will be deemed business days for purposes of this section if the cancellation notice was provided earlier than 5:00 pm on a Friday. Each day of a hearing will be treated separately for the purposes of cancellation. For example, if a hearing is scheduled for 5 days starting on Monday and the hearing is cancelled on the Sunday prior to commencement, then cancellation fees will only apply to the Monday hearing dates. The cancellation fee will not exceed the half-day rate.
- 8.2 Cancellation fees for Conference calls: Conference calls will be compensated up to one hour at the Contractor's hourly rate where less than one (1) business day notice has been provided.

## 9.0 HEARING DAYS

- 9.1 Most sitting days are expected to be of eight (8) hours duration from 9 a.m. and 5 p.m. inclusive of a one half hour lunch break as well as any other breaks as the Court directs.
- 9.2 The Project Authority will book services according to time estimates provided to the Courts and will provide reasonable notice of any changes to the Court sitting schedule, whenever possible.
- 9.3 Where the Contractor must appear at Court, they shall be paid a daily rate as per the length of the hearing.
- 9.4 Sitting days may vary in length with little or no notice given.
- 9.5 Where the Court extends the hearing day beyond eight (8) hours, the Contractor shall be paid a prorated rate. The Court Registrar must remain and provide Services until the end of the hearing.



- 9.6 The Contractor shall have its Court Registrar available at least 45 minutes before commencement of a hearing or any portion thereof, to ensure the recording system's (DARS) functionality and to provide enough time to perform pre-hearing set-up (Court Registrar).

## **10.0 COPYRIGHT AND LICENSES**

- 10.1 Her Majesty in Right of Canada exclusively owns the copyright in all audio recordings of Court proceedings, regardless of the medium on which it is stored and regardless of whether the audio recording is produced by the DARS or by Contractor personnel using Contractor-supplied audio recording equipment.
- 10.2 For greater clarity:
- a) The Contractor is strictly prohibited from distributing, selling or otherwise releasing audio recordings of hearings other than to CAS or the Court; any other party seeking an audio recording of the hearings must be directed to request them from the Court.
  - b) Where a party requests an audio copy of a hearing that has been digitally recorded by the Contractor, CAS may provide such a copy to the party without notice or payment to the Contractor.
  - c) The Court may at any time and at its discretion, authorize the release an audio recording of any hearing to a third party without notice to the Contractor for any purpose.
- 10.3 Any personal information, as defined in the Privacy Act, R.S.C., 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the work. The Contractor has not right in any such personal information. The Contractor must maintain the confidentiality of the information or data supplied by Canada and the personal information as required in the General Conditions. The Contractor must return all the information belonging to Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information of information derived from it.
- 10.4 The Contractor shall not share audio/Zoom recordings, including chats that may be part of the recording and shall delete any video files on completion or termination of the Contract.

## **11.0 NON-EXCLUSIVITY**

- 11.1 CAS makes no guarantee of the value or volume of work to be assigned to the Contractor. CAS has the right to contract with other suppliers for the same or similar deliverables, or may obtain the same deliverables internally.
- 11.2 The Contractor shall ensure that the work done can be undertaken and completed without any conflict of interest. During the term of the Contract, the Contractor shall not undertake or engage in any work for another client that could reasonably result in a conflict of interest. In the event of any doubts as to whether or not there is or could be a conflict, the decision of CAS will be final and binding.



## **12.0    LANGUAGE OF THE REQUIREMENT**

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

## **13.0    SECURITY**

13.1    The resources must have a valid security clearance level of Reliability Status.



## ANNEX “B”

### BASIS OF PAYMENT

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

#### 1.0 SERVICES

These following numbers represent CAS’ best estimates as to the number of sitting days required. No guarantee will be made for the number of hearings, nor will CAS be charged for the estimated amounts.

#### COURT REGISTRAR SERVICES

**CONTRACT PERIOD: from Date of Award to July 31, 2023**

#### **COURT REGISTRAR – REGULAR HEARINGS - DAILY RATE**

Area	Language	Estimated number of sitting days for the contract period	Period from Date of Award to July 31, 2023	Total Price
Toronto	English	400	\$	\$
	Bilingual	30	\$	\$
<b>TOTAL</b>				<b>\$</b>

#### OPTION PERIODS:

#### **COURT REGISTRAR – REGULAR HEARINGS - DAILY RATE**

Area	Language	Estimated number of sittings per year	Option Period #1 August 1 <sup>st</sup> , 2023 to July 31 <sup>st</sup> , 2024	Option Period #2 August 1 <sup>st</sup> , 2024 to July 31 <sup>st</sup> , 2025	Option Period #3 August 1 <sup>st</sup> , 2025 to July 31 <sup>st</sup> , 2026
Toronto	English	400	\$	\$	\$
	Bilingual	30	\$	\$	\$
<b>TOTAL</b>					<b>\$</b>

#### 2.0 COST REIMBURABLE EXPENSES

##### 2.1 Authorized travel and expenses for Work

Concerning the requirements to travel described in section 6 of the Statement of Work in Annex “A”, the Contractor will be reimbursed its authorized travel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in



accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees."

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

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

The authorized travel expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

All payments are subject to government audit.

**Total Estimated Cost of Authorized Travel Expenses: \$ \_\_\_\_\_.**

**3.0 Total Estimated Cost for the contract period: \$ \_\_\_\_\_.**





## ANNEX “C” SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 5X001-22-0219
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>Court Administration Service</b>	2. Branch or Directorate / Direction générale ou Direction Judicial and Registry Services	
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 Registrar services for the Province of Ontario.		
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"/>	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 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat 5X001-22-0219
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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  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



Contract Number / Numéro du contrat

5X001-22-0219

Security Classification / Classification de sécurité

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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  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 5X001-22-0219
Security Classification / Classification de sécurité

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



## **ANNEX “D” to PART 3**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);



## ANNEX “E”

### INTEGRITY CHECK

<b>Adresse de courriel /E-mail Address:</b> Procurement.Approvisionnement@cas-satj.gc.ca	
<b>Ministère/Department:</b> Courts Administration Service	
<b>Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier</b>	
<b>Adresse du fournisseur / Supplier Address</b>	
<b>NEA du fournisseur / Supplier PBN</b>	
<b>Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number)</b> 5X001-21-0471	
<b>Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)</b>	
<b>1. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>2. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>3. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>4. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>5. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>6. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>7. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>8. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>9. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>10. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to enter text.
<b>Autres Membres/ Additional Directors:</b> Cliquez ici pour entrer du texte. / Click here to enter text.	