



**RETURN OFFERS TO :**  
**RETOURNER LES OFFRES À :**  
Bid Receiving - Réception des soumissions:

Correctional Service of Canada  
**Regional Services Centre**  
**Contracting and Material Services**  
250 Montée St-François  
Laval (Quebec) H7C 1S5  
Telephone: 450-661-9550, ext. 3223  
Fax : 450-664-6615 - Bids Office

**E-MAIL :**  
[GEN-QUE307Soumissions@CSC-SCC.GC.CA](mailto:GEN-QUE307Soumissions@CSC-SCC.GC.CA)  
(10MB maximum per email)

**REQUEST FOR A STANDING OFFER**  
**DEMANDE D'OFFRE À COMMANDES**

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments — Commentaires :**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # — N° de Téléphone :

\_\_\_\_\_

Fax # — No de télécopieur :

Email / Courriel : \_\_\_\_\_

GST # or SIN or Business # — N° de TPS  
ou NAS ou N° d'entreprise :

\_\_\_\_\_

<b>Title — Sujet:</b> Sworn Transcription Services	
<b>Solicitation No. — N° de l'invitation</b> 21301-22-3912561A	<b>Date:</b> June 16th, 2022
<b>Client Reference No. — N° de Référence du Client</b> n/a	
<b>GETS Reference No. — N° de Référence de SEAOG</b> PW-22-00998538	
<b>Solicitation Closes — L'invitation prend fin</b> at / à : 2 :00 p.m. / 14 h On / Le : July 18th, 2022	<b>Time Zone</b> Fuseau horaire EDT HAE
<b>Delivery Required — Livraison exigée :</b> See herein – Voir aux présentes	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      x                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b>  Manon Paulin, Regional Officer Contracting and Materiel Services <a href="mailto:Manon.Paulin@csc-scc.gc.ca">Manon.Paulin@csc-scc.gc.ca</a>	
<b>Telephone No. – N° de téléphone:</b> 514-235-9156	<b>Fax No. – N° de télécopieur:</b> 450-664-6626
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b>  CSC – Court Liaison and Document Retrieval Unit 1 Notre-Dame Street East, Suite 12.01 Montréal, Quebec H2Y 1B6	
<b>Security – Sécurité</b>  <b>This request for a Standing Offer includes provisions for security.</b> <b>Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.</b>	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____	
Name / Nom	Title / Titre
_____	
Signature	Date
(Sign and return cover page with offer/ Signer et retourner la page de couverture avec l'offre)	



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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

### 2. Summary

#### 2.1 SACC Manual clause [M3080T](#) (2021-11-29) – COVID-19 vaccination requirement for Standing Offers

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

#### 2.2 Brief description of the requirement (see Annex A – Statement of Work for more details)

Correctional Service Canada (CSC), Quebec Region, requires sworn transcription services for electronic recordings from the various judicial districts of the province of Quebec containing the Crown's submissions on sentencing, comments from judges who preside over trials, and the actual sentences.

**The Contractor must have the software to correctly read the CD or electronic format used by the Court when recording. CSC will not assume any costs to convert the transcript to another electronic format to enable the Contractor to read said transcript.**



The electronic (audio) recording and the minutes from all registry offices in Quebec or from CSC shall be mailed or sent by secure mail to the Contractor;

Minutes shall be hand delivered to the CLDRU every two (2) weeks.

- This service is required for the Court Liaison and Document Retrieval Unit (CLDRU) located at the Montréal Courthouse;
- From the date of award of the Standing Offer to April 30<sup>th</sup>, 2024, with the possibility of three (3) optional years.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

### **3. Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Contract Security Program](#) (CSP) of Public Works and Government Services Canada website.

### **4. Revision of Departmental Name**

As this request for Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

### **5. Debriefings**

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

### **6. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

**Delete: sixty (60) days**

**Insert: ninety (90) days**

### 2. Submission of Offers

**Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the request for standing offer.**

Due to the nature of the request for standing offer, CSC will not accept offers submitted in hard copy or by facsimile.

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

Offerors must ensure that any handwritten information included in their offer is clearly legible in order to allow CSC to complete the offer evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether offers comply with all of the requirements of the request for standing offer including, if applicable, any and all evaluation criteria.

### 3. Former Public Servant *(to be completed by the offeror)*

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

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 Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

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

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

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

#### Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



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

#### **4. Enquiries - Request for Standing Offer**

All enquiries must be submitted in writing to the Standing Offer Authority **no later than five (5) business days** before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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





## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

CSC requests that offerors provide their offer in separate sections as follows:

Section I: Technical Offer: **one (1) electronic copy in PDF format**

Section II: Financial Offer: **one (1) electronic copy in PDF format**

Section III: Certifications: **one (1) electronic copy in PDF format**

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

**Offerors should submit their technical offer and financial offer in two (2) separate documents.**

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

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

#### **Section IV: Additional Information**

##### **1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures**

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

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

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



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

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the offers.

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Offers will be evaluated to determine if they meet all mandatory technical criteria outlined in **Annex D – Evaluation Criteria**. Offers not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### **1.2 Financial Evaluation**

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

Offers containing a financial offer other than the one requested at **Article 3. Section II: Financial Offer of PART 3 – OFFER PREPARATION INSTRUCTIONS** will be declared non-compliant.

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

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

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

### 1. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

#### 1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
- i. it has read and understands the Ineligibility and Suspension Policy;
  - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
  - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
  - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed [Integrity Declaration Form](#). Offerors must submit this form to Correctional Service of Canada with their offer.



**1.2 Integrity Provisions – Required documentation (to be completed by the offeror)**

**List of names:** all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Offerors that are corporate entities, including those submitting an offer as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

**OR**

- The Offeror is a partnership

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

**1.3 Status and Availability of Resources**

SACC Manual clause [M3020T](#) (2016-01-28) Status and Availability of Resources

**1.4 Language Requirements - Bilingual**

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

**1.5 Education and Experience**

SACC Manual clause [M3021T](#) (2012-07-16), Education and Experience

**1.6 SACC Manual clause [M3081T](#) (2021-11-29) – COVID-19 vaccination requirement certification – Standing Offers**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

**COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (first and last name), as the representative of  
\_\_\_\_\_ (name of business) pursuant to



\_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that \_\_\_\_\_ (name of business) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

**1.7 Certification:**

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



## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1 Security Requirement**

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

### **2. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in **Annex D**.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.



## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

**1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### **2. Security Requirement**

**2.1** The following security requirements (SRCL and related clauses provided by CSP) apply to and form part of the Standing Offer.

### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21301-22-3912561**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) *Contract Security Manual* (Latest Edition)

#### **2.2 Offeror's Site or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing**

*To be completed upon award of Standing Offer only.*

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

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country



- 2.3** The Company Security Officer (CSO) must ensure through the Contract Security Program (CSP) that the Offeror and individual(s) hold a valid security clearance at the required level.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

#### **3.1 General Conditions**

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

### **4. Term of Standing Offer**

#### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from **the date of award to August 31<sup>st</sup>, 2024.**

#### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer **for an additional three (3) periods of one (1) year**, from September 1<sup>st</sup>, 2024 to August 31<sup>st</sup>, 2027 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### **5. Authorities**

#### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Manon Paulin  
Title: Regional Officer  
Correctional Service of Canada  
**Regional Services Center**  
Branch/Directorate: **Contracting and Materiel Services**  
  
Cell Phone : 514-235-9156  
E-mail : [Manon.Paulin@csc-scc.gc.ca](mailto:Manon.Paulin@csc-scc.gc.ca)

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





**5.2 Project Authority (to be completed by Canada at contract award)**

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

**5.3 Offeror's Representative (to be filled by the offeror)**

The Offeror's Representative for the Standing Offer is:

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

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

**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. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

**Correctional Service of Canada  
Quebec Region.  
Court Liaison and Document Retrieval Unit (CLDRU)**

**8. Call-up Procedures**

**9. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

**10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed **“not applicable”** (Applicable Taxes included).



## 11. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*to be completed upon award of the Standing Offer*) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **three (3) months** before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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 call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*to be completed upon award of the Standing Offer*)

## 13. Certifications and Additional Information

### 13.1 Compliance

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

### 13.2 SACC Manual clause [M3082T](#) (2021-11-29) COVID-19 Vaccination Requirement Certification Compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

### 13.3 SACC Manual Clauses

SACC Manual clause M3020C (2016-01-28), Status and Availability of Resources – Standing Offer



If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

#### **14. Applicable Laws**

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



## **B. RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

[2010B](#) (2021-12-02), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### **2.2 Replacement of Specific Individuals**

2.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. The name, qualifications and experience of the proposed replacement; and
- b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

2.3 The Contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the contract.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The work must be completed in accordance with the call-up against the Standing Offer.

### **4. 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.

### **5. Payment**

#### **5.1 Basis of Payment**

Payments will be made in accordance with Annex B – Basis of Payment



## 5.2 Limitation of Expenditure

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

## 5.3 Terms 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.

## 5.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department  
SACC Manual clause [C0710C](#) (2007-11-30), Time and Contract Price Verification  
SACC Manual clause [C0705C](#) (2010-01-11), Discretionary Audit

## 5.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

## 5.6 Electronic Payment of Invoices – Contract

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

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

## 6. 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 copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

- ✓ The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in **Annex D**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 8. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 9. SACC Manual Clauses

SACC Manual clause [A7017C](#) (2008-05-12), Replacement of Specific Individuals  
SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

## 10. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

10.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

10.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.



- 10.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister must have the right to treat this Contract as being in default and terminate the contract accordingly.
- 10.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

## **11. Closure of Government Facilities**

- 11.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 11.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

## **12. Tuberculosis Testing**

- 12.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 12.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 12.3 All costs related to such testing will be at the sole expense of the Contractor.

## **13. Compliance with CSC Policies**

- 13.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 13.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 13.3 Details on existing CSC policies can be found on the [CSC website](#) or any other CSC web page designated for such purpose.

## **14. Health and Labour Conditions**

- 14.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 14.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.



14.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or Her Majesty.

14.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

## 15. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

15.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

15.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

15.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify himself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

15.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

## 16. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

## 17. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).





## **18. Privacy**

18.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

18.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## **19. Information Guide for Contractors**

Prior to the commencement of any work, the Contractor certifies that its employees or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: [www.bit.do/CSC-EN](http://www.bit.do/CSC-EN).



## ANNEX A - STATEMENT OF WORK

Correctional Service Canada (CSC) requires sworn transcription services for electronic recordings from the various judicial districts of the province of Quebec containing the Crown's submissions on sentencing, comments from judges who preside over trials, and the actual sentences. A complete transcript of a trial could also be requested.

The Contractor must have the software to correctly read the CD or electronic format used by the court when recording. CSC will not assume any costs to convert the transcript to another electronic format to enable the Contractor to read said transcript.

Work will consist of the following:

### 1.1 Background

On May 15, 1995, Canada and Quebec entered into an agreement whereby Quebec would provide Canada with the documents on sentences as required for federal sentence management process. Under the terms of the agreement, Quebec must provide a copy of the recording that includes the victim's testimony, Crown counsel's submissions on sentencing, the reasons given by the court regarding the sentence, the detention, eligibility for release, and the related recommendations in this case. These shall be accompanied by copies of the court reports, which include information that allows for the identification of the parties to the legal debates listed above, and all sent to the office of the transcriptions contractor identified by Canada.

### 1.2 Objectives

The Contractor, a court reporter, must provide CSC with a service for sworn transcripts of electronic recordings from all registry in the province of Quebec in both official languages (English and French). CSC estimates that there will be approximately 2,500 transcription records per year with a maximum of 5% of transcription records in English.

### 1.3 Tasks

Transcripts of court notes must comply with the following:

- a. Paper size: 8½ x 14 inches;
- b. Upper and lower margins of 1.0 inch;
- c. Left and right margins of 1.0 inch;
- d. Single-and-a-half line spacing for text and single line spacing for citations;
- e. 1) The cover page must match the one given as an example identified in "APPENDIX 1 – COVER PAGE";  
2) The page that identifies the index of documents must match the one given as an example and identified as "APPENDIX 2 – INDEX OF DOCUMENTS";
- f. Every page following the cover page must include:
  - ✓ The page number in the lower right corner;
  - ✓ The date of the submissions on sentencing;
  - ✓ The case number in the upper left corner;
  - ✓ "Protected B" in the upper right corner;
  - ✓ The name of the court reporter must be entered on each page at the bottom left of the page;
  - ✓ The certification, the name of transcribers and the date must be indicated on the last page;



- g. The text must be in 11-point Arial font;
- h. The transcript must be in the language of the hearing (either English and French);
- i. The transcript page shall have at least 25 lines of text and at least ten (10) words per line, in addition to the header;
- j. The last line of each transcription must immediately be followed by the oath of authenticity and the name of the court reporter responsible for said transcript. At the request of CSC, the Contractor must provide a paper copy of the transcript with the oath of authenticity and the handwritten signature of the court reporter responsible for the transcript;
- k. The Contractor must be able to check the spelling, grammar, and punctuation of the texts in both official languages (French and English).

#### 1.4 Deliverables

Sworn transcription services of electronic recordings from the various judicial districts of the province of Quebec or from the Correctional Service of Canada containing the Crown's sentencing submissions, the comments of the judge who presided over the trial and the sentence itself. On some occasions, the services of sworn transcripts of recordings will be requested for a complete trial.

- a. The electronic (audio) recording and the minutes from all registry offices in Quebec or from CSC will be sent by mail or e-mail to the Contractor;
- b. All recordings on CDs or any other computer medium received from registry offices across Quebec are the property of CSC. However, the Contractor must keep these electronic (audio) recordings used by the court during the current fiscal year in a safe place as prescribed by the Contract Security Program (CSP) by Public Services and Procurement Canada (PSPC) and will be destroyed at CSC's expense no later than May 31 of the following year.
- c. Transcripts must be sent by email, at the contractor's expense, to the Court Liaison and Document Retrieval Unit (CLDRU) located at the Montréal Courthouse within ten (10) working days of the date on which the electronic recordings were received. CSC does not provide software, USB keys or other technological means to process or transfer sensitive information. The supplier must have an adequate technological to protect information according to the Contract Security Program (CSP) of PSPC.

For example: the supplier may use *epost*<sup>TM</sup> to send documents through Canada Post at the contractor's office or at a CSC office. *epost*<sup>TM</sup> is an accredited product for sending sensitive information over the Internet;

- d. Each time transcripts of court notes are sent, a compilation (8½ x 14 inches) detailing the names of the accused, the case numbers, the date the electronic recording was received, the number of pages in each file, the cost for each of the accused, and the overall amount (reference: Appendix 3 – Submitting Transcripts) must be sent to the CLDRU;
- e. Monthly billing will be sent by email to the CSC generic address at the following address: [palaisdejusticebureau.gen-que@csc-scc.gc.ca](mailto:palaisdejusticebureau.gen-que@csc-scc.gc.ca), including the number of records, the date of receipt, the number of pages billed and their total sum (excluding HST/GST) (reference: Appendix 4 – Invoice);
- f. It is agreed that CSC will not pay twice for transcripts of court notes recorded on an electronic format. The contractor shall not transcribe a duplicate case unless the contractor proves that it was impossible to locate said duplicated transcript sent;



- g. CSC shall impose a penalty of 30% on payment of the invoices for documents delivered later than the delivery time stated in point (d);
- h. Minutes must be sent by mail to our office located at the courthouse at 1, Notre-Dame Est, suite 12.01, Montreal (Quebec) H2Y 1B6 or any other location designated by CSC every two (2) weeks.

#### 1.5 Language of work

- a. The Contractor must perform all the work in French and English, depending on the language used during the hearing;

#### 1.6 Additional conditions

- a. The Contractor is responsible for transportation expenses to perform the work under the contract;
- b. The Contractor must ensure and verify that the transcription of the reproduced recording faithfully corresponds to the correct sentenced individual, to the minutes of the correct case, and to the case number and corresponding sentence;
- c. The Contract must be able to check the spelling of its texts in both official languages (French and English);
- d. CSC reserves the right to perform quality control on work by verifying the content of the text in relation to the content of the electronic recording used. If CSC determines that an assignment is not of sufficiently good quality, in part or in whole, the must redo it at its own expense. In this case, errors will be identified by the CSC and returned to the Contractor. Corrections must be completed and returned to CSC within 48 business hours;
- e. The proposed staff must:
  - guarantee the delivery of services in both official languages (English and French);
  - have a certificate of competency as court reporter issued by the local bar of the judicial district of the province of Quebec, overseen by the Barreau du Québec;
  - have a minimum of one (1) year work experience as a court reporter (minimum of four (4) proposed employees);
  - identify a primary contact to liaise whit CSC



**ANNEX B - PROPOSED BASIS OF PAYMENT**

The following basis of payment will apply to any call-up issued against this Standing Offer.

**1.0 Professional Services provided with a Firm Price:**

For the rendering of the services described in Annex "A", Statement of Work, Canada will pay the Contractor the firm price set out in the Contract in the unit of measurement set out in the following all-inclusive table set out in that Annex, plus applicable taxes.

**Table 1 – FIRM PERIOD: From the date of award to August 31<sup>st</sup>, 2024**

Description	Estimated quantity	Unit of measurement	Firm rate	Total (excluding HST/GST)
First page of transcription, including cover page and index (total of 3 pages)	5,000	set of 3 pages	_____ \$	_____ \$
Subsequent pages	57,000	subsequent page	_____ \$	_____ \$
<b>Total estimated cost – FIRM PERIOD</b>				_____ \$

**2.0 Options to Extend the Standing Offer Period:**

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article [<To Be Inserted at Contract Award>](#) of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive price, in the unit of measurement set out in the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

**Table 2 – 1<sup>st</sup> OPTION YEAR: From September 1<sup>st</sup>, 2024 to August 31<sup>st</sup>, 2025**

Description	Estimated annual quantity	Unit of measurement	Firm rate	Total (excluding HST/GST)
First page of transcription, including cover page and index (total of 3 pages)	2,500	set of 3 pages	_____ \$	_____ \$
Subsequent pages	28,500	subsequent page	_____ \$	_____ \$
<b>Total estimated cost – 1<sup>st</sup> OPTION YEAR</b>				_____ \$



**Table 3 – 2<sup>nd</sup> OPTION YEAR: From September 1<sup>st</sup>, 2025 to August 31<sup>st</sup>, 2026**

Description	Estimated annual quantity	Unit of measurement	Firm rate	Total (excluding HST/GST)
First page of transcription, including cover page and index (total of 3 pages)	2,500	set of 3 pages	_____ \$	_____ \$
Subsequent pages	28,500	subsequent page	_____ \$	_____ \$
<b>Total estimated cost – 2<sup>nd</sup> OPTION YEAR</b>				_____ \$

**Table 4 – 3<sup>rd</sup> OPTION YEAR: From September 1<sup>st</sup>, 2026 to August 31<sup>st</sup>, 2027**

Description	Estimated annual quantity	Unit of measurement	Firm rate	Total (excluding HST/GST)
First page of transcription, including cover page and index (total of 3 pages)	2,500	set of 3 pages	_____ \$	_____ \$
Subsequent pages	28,500	subsequent page	_____ \$	_____ \$
<b>Total estimated cost – 3<sup>rd</sup> OPTION YEAR</b>				_____ \$

**3.0 Applicable Taxes**

- (a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$<To Be Inserted at Standing Offer Award> are included in the total estimated cost shown on page 1 of this Standing Offer. The estimated Applicable Taxes 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 taxes do not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

**4.0 Electronic Payment of Invoices – Offer (to be completed by the offeror)**

Canada requests that Offerors complete option 1 or 2 below:

- 1. ( ) Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

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

- 2. ( ) Electronic Payment Instruments will not be accepted for payment of invoices.

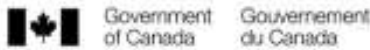
The Offeror is not obligated to accept payment by Electronic Payment Instruments.

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



**ANNEX C - SECURITY REQUIREMENTS CHECK LIST**

DSD-QUE4654



Contract Number / Numéro du contrat <b>21301-22-3912561</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

**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>CSC-SCC</b>	2. Branch or Directorate / Direction générale ou Direction <b>Service correctionnel du Canada</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		
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"/>	n/a NATO / OTAN <input type="checkbox"/>	
	n/a 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 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 <b>Unclassified</b>
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DSD-QUE4854



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>21301-22-3912561</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

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

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

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<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  Yes  
Non  Oui

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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Security Classification / Classification de sécurité <b>Unclassified</b>
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DSD-QUE4854



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat <b>21301-22-3912561</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

**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.

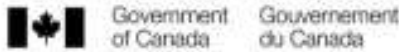
**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET T-RS SECRET	NATO RESTRICTED NATO REFUSION RÉFUSÉ	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET SECRET CONFIDENTIAL T-RS SECRET	Protected Protégé			CONFIDENTIAL	SECRET	TOP SECRET T-RS SECRET	
											A	B	C				CONFIDENTIAL
Information / Assets Renseignements / Biens		X															
Production																	
IT Media / Support TI		X															
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



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Contract Number / Numéro du contrat 21301-22-3912561
Security Classification / Classification de sécurité Unclassified

PART D • AUTHORIZATION / PARTIE D • AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Roma Presta Francescon	Title - Titre Directrice de district adjointe, services de gestion	Signature FRANCESCONP RESTA, ROMAELISA	Signature numérique de FRANCESCONPRESTA, ROMAELISA Date : 2021.02.15 11:12:21 -05'00'
Telephone No. - N° de téléphone 514-283-1781	Facsimile No. - N° de télécopieur 514-283-1783	E-mail address - Adresse courriel roma.presta@csc-ssc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Dominic St-Denis	Title - Titre A/Contracting Security Analyst	Signature StDenis Dominic	Digitally signed by StDenis, Dominic DN: cn=StDenis, o=CSC, ou=CSC-SEC, c=CA, email=stdeni@cscc.gc.ca I am the author of this document. Location: pour signer les documents Date: 2021.02.01 12:05:16-05'00' Full PGP Public Key: 11.5.1
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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Manon Paulin	Title - Titre Agente régionale, SCGM	Signature Paulin, Manon	Signature numérique de Paulin, Manon Date: 2021.09.28 10:26:12 -04'00'
Telephone No. - N° de téléphone 514-235-9156	Facsimile No. - N° de télécopieur 450-664-6626	E-mail address - Adresse courriel Manon.Paulin@csc-ssc.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Anik Farrell - CSO 613-946-5194 anik.farrell@tbsac.tbscc.gc.ca	Title - Titre	Signature Farrell, Anik	Digitally signed by Farrell, Anik DN: cn = Farrell, Anik, c = CA, o = GC, ou = PWOSC- TPSCC Date: 2022.02.07 08:57:23 - 05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
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## ANNEX D - INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the



Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



## ANNEX E EVALUATION CRITERIA

### 1.0 Technical Evaluation:

#### 1.1 The following elements of the offer will be evaluated in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

It is **imperative** that the offer address each of these criteria to demonstrate that the requirements are met.

#### 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 References must be provided for each project/employment experience.

- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
  - a. Name;
  - b. Organization;
  - c. Current Phone Number; and
  - d. Email address if available

### 1.6 Response Format

- I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does not include the required month and year for the start date and end date of the experience claimed.



- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

**MANDATORY TECHNICAL CRITERIA – Sworn Transcription Services**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid) <i>(to be completed by the offeror)</i>	Met/Not Met <i>(to be completed by Canada)</i>
M1	The proposed staff shall guarantee the delivery of services in the official language (English or French), according to the hearing <b>(provide proof upon bid deposit)</b> .		
M2	The proposed staff shall possess a certificate of competency as a Court reporter, issued by the local bar of the judicial district of the Province of Quebec, overseen by the Barreau du Québec. <b>(provide proof upon submitting the bid)</b> .		
M3	The proposed staff shall possess a minimum of <b>one (1) year</b> work experience as a Court reporter. Considering the volume of work that we generate, we need a minimum of four (4) proposed employees. <b>(provide proof upon submitting the bid)</b> .		
M4	The Contactor shall identify a primary contact to liaise with CSC <b>(provide proof upon submitting the bid)</b> .		