



Alberta Justice
Procurement Services
Financial Services Division

**PRE-QUALIFICATION REQUEST (“PQR”) NUMBER:
26-TMS-Court Transcription Services**

**Standing Offer for Court Transcription Services
Alberta Justice**

PQR Issue Date:	October 2, 2026
PQR Closing Date and Time:	July 31, 2028 no later than 14:00:59 Alberta Time
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1. INTRODUCTION

1.1 PREAMBLE

Proponents are invited to submit Proposals for the opportunity to compete for the provision of Services in accordance with the specifications and terms and conditions set out in this PQR.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to the Province while offering Proponents a fair and equitable opportunity to participate.

Proponents are advised to pay careful attention to the wording used throughout this PQR. Failure to satisfy any term, condition or mandatory requirement of this PQR may result in rejection of the Proposal.

STATEMENT ON PROHIBITIONS RELATED TO RUSSIAN AGGRESSION IN THE UKRAINE

Sanctions related to the Russian invasion of Ukraine have been imposed by the Government of Canada under the *Special Economic Measures Act*. The Special Economic Measures Regulations applicable to Russia, Belarus and Ukraine under the *Special Economic Measures Act* impose an asset freeze and dealings prohibition on designated persons listed in Schedule 1 of the Regulations, which include both individuals and entities.

Consistent with the Regulations, the Province reserves the right to limit or prohibit Proposals from the designated persons and entities listed in Schedule 1 of the [Special Economic Measures \(Russia\) Regulations](#), the [Special Economic Measures \(Belarus\) Regulations](#), and the [Special Economic Measures \(Ukraine\) Regulations](#), as amended from time to time, or from entities that could benefit such individual or entities, directly or indirectly, if they were to enter a Contract with the Province.

Questions about these prohibitions can be directed to the Procurement Officer.

1.2 PQR DEFINITIONS

Terminology used throughout this PQR is defined as follows:

“**Alberta Purchasing Connection**” or “**APC**” means the Government of Alberta’s electronic tendering system.

“**Alberta Time**” means Mountain Standard Time or Daylight Saving Time as provided for in the *Daylight Saving Time Act* (Alberta), as amended from time to time.

“**Artificial Intelligence**” or “**AI**” means software, algorithms, models, or machine-based

systems capable of performing tasks that ordinarily require human intelligence, including learning, reasoning, generating content, making recommendations, or assisting in decision-making.

“**ATIA**” means the *Access to Information Act*, (Alberta), as amended from time to time.

“**Business Day**” means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.

“**Character**” means a visible character produced by a keyboard stroke that excludes any keyboard stroke such as a line break, tab, indent or space, which does not produce a visible character.

“**CJS**” means Court and Justice Services, the division within Alberta Justice that is responsible for the Contracts.

“**Client**” means the individual, company or organization requesting Services from TMS.

“**Contract**” means the written agreement, which includes this PQR and the Proponent’s Proposal, between a Proponent and the Province to provide the Services and Materials contemplated by this PQR.

“**Court Material**” means copies of court information provided to the Court Transcriber to assist in the preparation of a transcript, and may include audio files, log notes, or transcript orders.

“**Court Transcriber**” means the Pre-Qualified Contractor or any person employed by, or under contract to the Pre-Qualified Contractor to perform the transcription services.

“**Effective Date**” means the date on which a Contract has been signed by both parties.

“**Evaluation Team**” means the individuals who will evaluate Proposals on behalf of the Province.

“**Facilities**” means adequate office space and equipment including desk and chair, personal computer, telephone and office supplies and access to printer, as are determined to be necessary by the Province for the performance of the Services.

“**Materials**” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by a Pre-Qualified Contractor or its employees, subcontractors or agents in the course of performing the Services and shall include produced transcripts and working notes.

“**must**” or “**mandatory**” or “**shall**” means that the requirement so described must be met in a substantially unaltered form in order for a Proposal to be compliant.

“Official Court Transcriber” means for the purpose of Court Transcription Services, a person appointed as an Official Court Transcriber under the *Recording of Evidence Act* of Alberta.

“Personal Information” means personal information as defined in the ATIA or POPA, or ATIA and POPA as the case may be, as provided for in this PQR.

“POPA” means the Protection of Privacy Act (Alberta), as amended from time to time.

“PQR Closing Date and Time” means the date and time as stated on the cover page of this PQR.

“Pre-Qualification Request” or **“PQR”** means this solicitation for the Services and Materials including attached appendices.

“Pre-Qualified Contractor” means a legal entity that has entered into a Contract pursuant to this PQR and may accept a Service Request in accordance with this PQR.

“Prime Proponent” means the Proponent in a Proponent Team that is responsible for the provision of all Services and Materials, and with whom the Province will enter into the Contract should the Proponent Team be awarded a Contract.

“Procurement Officer” means the individual named on the cover page of this PQR.

“Proponent” means an individual, business entity, organization or Proponent Team responding to this PQR with a Proposal.

“Proponent Team” means a consortium or other arrangement among two (2) or more individuals, business entities or organizations that respond to this PQR with one Proposal.

“Proposal” means the Proponent’s response to this PQR and includes all the Proponent’s attachments.

“Province” means His Majesty in right of Alberta, as represented by the Minister of Justice.

“Security Incident” means an actual or reasonably suspected event that compromises, or may compromise, the confidentiality, integrity, availability, authenticity, or authorized handling of Province Information, TDS access, credentials, systems used to provide the Services, or the Services themselves. Examples of Security Incident include, but are not limited to the following:

- Phishing involving a TDS account;
- Malware or ransomware;
- Lost or stolen devices;
- Misdirected transcripts;
- Exposure to an unauthorized person;

-
- Unauthorized printing;
 - Compromised credentials;
 - Improper disposal;
 - Unauthorized cloud upload;
 - Use of unapproved AI or transcription tools;
 - Anomalous account activity;
 - Inability to account for information; and
 - Unauthorized alteration or deletion.

“Services” means the work, duties, functions and deliverables to be provided by a Pre-Qualified Contractor as specified in Appendix B to this PQR including, but not limited to, those duties, functions and deliverables related to the security of the Province’s information, as that term is defined in section 12 of the Contract, and any Transcribed Materials produced in response to a Service Request issued pursuant to this PQR.

“Service Request” means a request communicated by an automated email notification from the Transcripts Digital Service (TDS) platform and or in writing from Transcript Management Services (TMS), to provide the Services in accordance with the Contract.

“should” or “desirable” means that a provision so described has a significant degree of importance and will be evaluated.

“Standing Offer List” means the pool of Pre-Qualified Contractors who have executed Contracts with the Province.

“TDS” means the online Transcripts Digital Service platform which manages transcript orders. Clients use TDS to submit transcript requests. TMS staff use TDS to assign new orders to Court Transcribers and to do quality reviews of transcripts submitted by Court Transcribers, before release to clients. Court Transcribers use TDS to view new jobs; to retrieve supporting documents, audio recordings, and log notes; and to upload completed transcripts. It is also the platform used to trigger payments to Court Transcribers for their completed work.

“TMS” means those CJS employees at Transcript Management Services who are responsible for facilitating court transcript production and are responsible for the distribution of court audio and log notes to Court Transcribers, as well as the management and oversight of the Contracts.

“Transcribed Material” means any information, records or materials, regardless of form (electronic or physical) which are created from Court Material.

“Universal Transcript Format” means the style and formatting guidelines for all transcripts produced for proceedings in the three levels of Alberta courts

1.3 INTERPRETATION

- a) Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.
- b) Words in the singular include the plural and vice versa.

2. SERVICES INFORMATION

2.1 BACKGROUND/OBJECTIVES

The Province requires court transcription services for various court proceedings in Alberta. TMS, which is a part of CJS's Strategic Business Services, provides services throughout Alberta, including transcription services for all levels of court, and provides copies of transcripts to the private sector and to the public at a pre-established rate. TMS is primarily responsible for coordinating the services related to court transcript production.

Clients access TMS for its services through the TDS website. TMS is responsible for processing and managing approximately 19,000 to 24,000 new transcript requests annually.

The Province intends to enter into Contracts with Proponents who have proven their ability to provide the required court transcription services and have been pre-qualified through this PQR process.

This PQR is to develop a list of Pre-Qualified Contractors that will allow the Province to retain the Services of qualified individual resources and qualified organizations with multiple resources capable of producing court transcripts upon request by TMS. Proponents who are Pre-Qualified pursuant to this PQR are not guaranteed any volume of work or frequency of Service Requests, if any, subsequent to this PQR as all Service Requests will be on an as-required basis.

2.2 PRE-QUALIFICATION STAGE

The pre-qualification stage evaluates the Proponent's ability to provide the Services described in section 3.1 of this PQR.

Each Proposal must meet all mandatory requirements set out in this PQR. Failure of a Proponent to meet a mandatory requirement will result in rejection of the Proposal.

If a Proponent meets the mandatory requirements, and any minimum scoring thresholds identified in section 6.2 and receives satisfactory results from reference checks performed in accordance with section 6.4 of this PQR, the Province will enter into a Contract with the Proponent. Upon execution of the Contract, the Proponent becomes a Pre-Qualified Contractor and will be added to the Standing Offer List. The Pre-Qualified Contractor will then be eligible to receive Service Requests.

The number of Pre-Qualified Contractors that may be added to the Standing Offer List is unlimited.

2.2.1 SERVICE REQUEST PROCESS

A Service Request for court transcription services will be made by TMS through the TDS platform. Court Transcribers are required to submit their workload availability online in TDS on a daily basis so that assignment of work can be distributed.

Upon acceptance of the Service Request, the Pre-Qualified Contractor will be provided with the following:

1. Audio and log notes for the matter to be transcribed, if applicable; and
2. Any further information provided by the client and/or TMS which is considered pertinent to the Pre-Qualified Contractor's performance of the Services.

Each Service Request for a court transcript will specify the turnaround time within which the completed transcript must be submitted. Transcripts are requested to be completed within one of the following timeframes:

Turnaround Time for Completion	
Requested by the Client	Internal deadline for Pre-Qualified Contractor to complete and upload transcript into TDS
30 Calendar Days	15 Calendar Days
10 Business Days	5 Business Days
5 Business Days	3 Business Days
2 Business Days	24 Hours

The format of a court transcript is governed by the Transcript Fees and Format Regulation. Associated transcript fees are governed by the Alberta Rules of Court (AR 124/2010) and set in accordance with Division 4 of Schedule B, therein, as amended from time to time.

The number of transcripts that may be requested is highly variable and unpredictable. Each Pre-Qualified Contractor must manage all requirements associated with delivering the Services.

2.2.2 VALUE AND VOLUME

The Province makes no guarantee of the value or volume of work Pre-Qualified Contractors may receive through this PQR, if any.

Contracts are not for the exclusive provision of the Services. The Province is not required to use the Standing Offer List and the Service Request process. The Province may use other procurement methods to contract for the same or similar services to those described in this PQR.

3. SERVICES, MANDATORY REQUIREMENTS AND DESIRABLE PROVISIONS

3.1 SERVICES

The Province is compiling a Standing Offer List of Pre-Qualified Contractors capable of performing the duties described in Schedule A. Pre-Qualified Contractors on the Standing Offer List may receive a Service Request. Service locations, specific Services (including any additional related Services), and the anticipated duration of the Services will be identified in each Service Request.

3.1.1 CONTRACT DURATION

Pre-Qualified Contractors will be eligible to receive Service Requests from the Effective Date of the Contract until October 31, 2028.

The Province may extend the Contract, under the same terms and conditions including pricing, as described in section 4.1, for up to an additional 24 months.

3.2 MANDATORY REQUIREMENTS – CORPORATE & RESOURCE QUALIFICATIONS

The Proponent must demonstrate that they meet the mandatory requirements as set out in Attachment #1 and #2 to Appendix B to this PQR.

Proposals that exceed the mandatory requirements will receive additional points.

Proponents should demonstrate how the Proponent exceeds the mandatory requirements.

3.3 DESIRABLE PROVISIONS – CORPORATE & RESOURCE QUALIFICATIONS

The Proponent should demonstrate that it meets or exceeds the desirable provisions as set out in Attachment #1 and #2 to Appendix B to this PQR.

4. PRICING

4.1 PRICING

The Pre-Qualified Contractor will be paid the rates set out in the *Alberta Rules of Court* (AR 124/2010) as amended from time to time.

Where the transcription assignment is not successfully completed within the specified turnaround time, the Province reserves the right to pay the Pre-Qualified Contractor at a lower rate in accordance with the turnaround time in which the transcript is actually received by the Province.

4.2 FACILITIES

The Pre-Qualified Contractor shall be responsible for providing all Facilities.

5. PROPOSAL

5.1 HOW TO ORGANIZE THE PROPOSAL

To assist evaluation by the Evaluation Team, Proposals should be organized in the following format using the section titles and sequence:

- a) Table of Contents;
- b) Proposal Submission Form;
- c) PQR Requirements (as set out in Attachment #1 and #2 to Appendix B to this PQR);
- d) Proponent Profile;
- e) Résumé(s);
- f) Service Delivery Approach; and
- g) Appendices, if any.

5.2 WHAT TO PUT IN THE PROPOSAL

It is mandatory that Proposals include responses to requirements described with a “must”, “mandatory” or “shall” in this PQR. Failure to provide a response to requirements described with a “must” “mandatory” or “shall” will result in rejection of the Proposal. It is highly desirable that Proposals also respond to “should” provisions. Proponents should ensure that all supporting information is included so the Province can evaluate the Proponent’s ability and suitability to perform the Services.

Proposals will be screened to determine if the mandatory requirements have been met. Only Proposals meeting the mandatory requirements will be evaluated. Proposal scoring will be based on a Proposal’s response to the desirable provisions. In addition, a Proponent should provide cross references to any parts of the Proposal that contain information that the Proponent wishes to be considered in the evaluation of any requirement or provision. Unsuccessful Proponents may submit a new Proposal

should they choose to do so.

5.2.1 RESPONSE TO PQR REQUIREMENTS

a) Proposal Submission Form

Submission of a Proposal shall be deemed agreement by the Proponent that if awarded a Contract, the Proponent will perform the Services in accordance with the Contract. The Proposal should be submitted with a cover letter or page in the form of a completed Proposal Submission Form found in Appendix B to this PQR.

b) Mandatory Requirements and Desirable Provisions – Corporate & Resource Qualifications

The Proposal must provide a response to the mandatory requirements and should provide a response to the desirable provisions as set out in Attachment #1 and #2 to Appendix B to this PQR.

In addition, for each proposed resource, the Proposal should include the following information:

- A résumé detailing the proposed resource's education, work experience, including duration (month/year);
- The earliest date the proposed resource is available to perform the Services; and
- At least three business-related references.

If a résumé or references are not included with the Proposal, the Proponent must provide them within two (2) Business Days of a request by the Province to do so.

5.2.2 PROPONENT PROFILE

a) The Proposal must include the following:

- the legal name of the Proponent, or Prime Proponent, if applicable; and
- details of any subcontracting arrangements proposed by the Proponent or Proponent Team members, if applicable.

b) The Proposal should include the following:

- A brief corporate background, especially pertaining to experience in providing similar services to other organizations (including references);
- The location of the Proponent's or Prime Proponent's head office and, if applicable, service centers;
- Legal name and address of any proposed subcontractors and/or Proponent Team Members;
- A Proponent or Prime Proponent contact authorized to participate in Contract finalization. The contact information should include the person's

- name, title, office address, mailing address (if different from office address), email address and telephone number;
- A Proponent or Prime Proponent contact for all questions and clarifications arising from the Proposal, if different from the contact person identified above. The contact information should include the person's name, title, office address, mailing address (if different from office address), email address and telephone number;
- Email address for Service Request distribution; and
- If applicable, a Proponent Team management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services and Materials.

If the information requested of a Proponent in 5.2.2 (b), above, is not included with the Proposal, the information must be provided within two (2) Business Days of a request by the Province.

5.2.3 SERVICE DELIVERY APPROACH

In their Proposals, Proponents must provide a response to the mandatory requirements set out in Appendix C – Service Delivery Approach to this PQR.

5.2.4 APPENDICES

If a Proponent wishes to include any other material not specifically requested by this PQR, it may do so by including additional appendices in the Proposal.

5.2.5 CONTRACT PROVISIONS

Proponents, by submitting a Proposal, are deemed to have accepted each of the provisions of the Contract in Appendix A to this PQR exactly as drafted. Schedules A and B to the Contract and any blank items will be completed by the Province when preparing the Contract to be entered into with a successful Proponent.

6. EVALUATION

6.1 SCREENING

After receiving a Proposal, the Evaluation Team will screen to determine if the Proponent met the mandatory requirements of this PQR. A Proponent must provide sufficient detail in its Proposal to demonstrate that it has met the PQR's mandatory requirements.

The Evaluation Team will then evaluate Proposals that have passed the initial screening.

6.2 SCORING

The Evaluation Team will use the following criteria to evaluate Proposals. Subject to the requirements of ATIA and any other legal obligation to disclose, the evaluation shall be confidential and not released to any party.

6.3 PROPOSAL EVALUATION CRITERIA

The PQR evaluation criteria will be distributed within the following categories:

	Evaluation Categories	Weight	*
1	Service Delivery Approach	60%	45%
2	Proponent Experience and Qualifications	20%	15%
3	Resource Experience and Qualifications	20%	15%
	Total	100%	

** A minimum score of 75% of the weight in each category must be obtained in order to become pre-qualified.*

6.4 REFERENCE CHECKS

The Province may conduct reference checks of Proponents and their proposed Resources. The Province may contact references, including references other than those submitted by the Proponent. The Proposal or any proposed Resource may be rejected if, in the opinion of the Province, the Proponent or the proposed Resource in question receives un-satisfactory references.

6.5 SELECTION

The Evaluation Team will pre-qualify all Proponents whose Proposals are compliant, achieve the minimum score, and demonstrate satisfactory references, insurance and criminal record check(s).

6.6 PROPOSAL CLARIFICATIONS

At any time during the evaluation process, the Province may ask the Proponent to clarify statements made in its Proposal.

6.7 RESOURCE REPLACEMENT

Replacement of proposed resources is not encouraged, however, there could be circumstances under which a Proponent may request in writing that a proposed Resource be replaced. Any proposed resource replacement must have, in the opinion of the province, equivalent or better qualifications than the Resource originally proposed. Proponents will not receive additional credit in the evaluation process if the qualifications of the replacement resource exceed that of the originally proposed resource. The Province reserves the right to deny any requests for replacement and reject any proposed Resource replacement.

6.8 CRIMINAL RECORD CHECK

The successful Proponent will be required to provide the Province with satisfactory criminal record checks of proposed Resources prior to performing the Services, and at no cost to the Province. Proposed Resources which do not have, in the opinion of the Province, satisfactory criminal record checks shall be rejected.

During the term of the Contract, there are additional provisions regarding criminal records checks, in accordance with the Human Resource Requirements clause within Schedule A of the Contract.

6.9 NON-DISCLOSURE AGREEMENT

Prior to any of its employees, subcontractors or agents, if any, perform any Services, the successful Proponent must provide the Province a signed confidentiality agreement substantially in the form set out in Appendix D to this PQR for each employee, subcontractor, or agent, if any, who will be performing the Services.

7 PQR TERMS AND CONDITIONS

7.1 ACCESS TO PQR DOCUMENTS

The Province uses APC to post procurement opportunities. Obtaining the PQR directly from APC facilitates receipt of any PQR updates or amendments issued by the Province. The Province will reject Proposals that do not comply with the PQR requirements, including PQR requirements that have been updated or amended by the Province through APC.

7.2 PQR SCHEDULE OF EVENTS

PQR Issue Date:	October 2, 2026
PQR Closing Date and Time:	April 30, 2028, at 14:00:59 Alberta Time
Evaluation of Proposals:	Upon Receipt
Proponents Pre-Qualified:	Upon execution of the Contract by the parties

The above dates are provided for information only and are subject to change at the sole discretion of the Province.

7.3 PROPOSAL SUBMISSION

Proposals must be submitted electronically, via email, as an attachment in Microsoft Word or Adobe Acrobat format by the PQR Closing Date and Time to the following email address: JUST.Procurement@gov.ab.ca . The email subject line should indicate that it is a Proposal and include the PQR number and title.

The complete Proposal should be in one email, including attachments, and should not be larger than 25MB to facilitate receipt by the Province. If multiple emails are required to accommodate attachment sizes, the emails should provide clear instructions on how the Proposal is to be integrated (e.g. 1 of 3, 2 of 3, 3 of 3).

The official time and date of receipt of the Proposal will be determined by the email received time as recorded by the Government of Alberta's email server. Proponents should be aware that, prior to such electronic delivery, incoming emails are subject to consistency checks and antivirus scans, which process can take several minutes or longer to complete. The Province will not be responsible for failures (technical or otherwise) that may result in a Proposal not being received prior to the PQR Closing Date and Time.

If the Proposal cannot be opened after reasonable efforts are made by the Province, the Proposal will be rejected.

The Proposal should be secured against accidental modification by the Province and should have the ability to search and print the document in its entirety.

The Province will not download Proposals from download links provided by the Proponent.

Proposals must be received on or before the PQR Closing Date and Time, or the Proposal will be rejected.

Proposals received after the PQR Closing Date and Time will be deleted.

7.4 PROPOSAL PUBLIC OPENING

Proposals will not be opened publicly.

7.5 MULTIPLE PROPOSALS

Each Proposal submitted by a Proponent must meet the mandatory requirements of this PQR. The Evaluation Team will decide the acceptability of each Proposal independently.

7.6 PROPONENT TEAM PROPOSALS

In the case of a Proponent Team Proposal, the Province requires that the Prime Proponent has responsibility for all terms and conditions of the Contract. If a Proponent Team is pre-qualified, only the Prime Proponent will be identified as the Pre-Qualified Contractor in the Contract.

7.7 PROPONENT QUESTIONS

Unless otherwise advised by the Procurement Officer, all questions and any form of communication between the Proponents and the Province in relation to this PQR must be submitted in writing to the Procurement officer. All questions and responses will be documented.

The Province intends to disseminate all questions and their corresponding responses to all Proponents. If a Proponent considers a question to be confidential, and requests that the question and the response not be disseminated to all Proponents, then the Proponent must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

If the Province, in its sole discretion, considers that the question and its corresponding responses ought to be kept confidential, it will direct the responses only to the Proponent that has asked the confidential question, and not to the other Proponents. If the Province determines that the question and the response ought not to be kept confidential, it will advise the Proponent, and the Proponent will have the opportunity to withdraw the question.

The Proponent has the responsibility to notify the Province, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this PQR, as it is discovered, and to request any instruction, decision, or direction necessary to prepare the Proposal.

Questions or concerns must be communicated in writing to the Province at least five (5) Business Days prior to the PQR Closing Date and Time. Questions received after this time will be answered, if in the opinion, of the Province time permits.

Verbal responses to enquiries are not binding on any party.

7.8 PROPOSAL ALTERATIONS AND IRREVOCABILITY

Proponents may only amend or rescind their Proposal before the earlier of:

- a. the Effective Date of a Contract entered into by the proponent; or,
- b. the PQR Closing Date and Time

by submitting a clear and detailed written notice to the email address stated in section 7.3. Subject to section 7.13, all Proposals become irrevocable after the PQR Closing Date and Time.

In either of the following circumstances:

- a. the Proponent has rescinded a Proposal before the PQR Closing Date and Time; or
- b. the Province has received the Proposal after the PQR Closing Date and Time; such a Proposal will be deleted.

7.9 PERIOD OF COMMITMENT

Proposals shall be final and binding upon signing a Contract and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the Province.

7.10 PROPOSAL IRREGULARITY OR NON-COMPLIANCE

The Province reserves the right to waive an irregularity or non-compliance with the requirements of this PQR where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at the Province's sole discretion.

7.11 PROPOSAL RETURN

Proposals and accompanying documentation, upon receipt by the Province, will become the property of and will be retained by the Province.

7.12 CONFIDENTIALITY AND SECURITY OF INFORMATION

The Proponent, and the Proponent's employees, subcontractors, and agents shall:

- a) keep strictly confidential all information concerning the Province or third parties, or any of the business or activities of the Province or third parties acquired as a result of participation in the PQR; and
- b) only use, copy or disclose such information as necessary for the purpose of submitting

a Proposal or upon written authorization from the Province.

The Proponent shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

No press release or other public announcement relating to this PQR shall be issued without the prior written consent of the Province.

7.13 ACCESS TO INFORMATION

The Proponent acknowledges that:

- a) ATIA, applies to all information and records relating to, or obtained, generated, created, collected or provided under, the PQR or the Contract and which are in the custody or under the control of the Province. ATIA allows any person a right of access to records in the Province's custody or control, subject to limited and specific exceptions as set out in ATIA;
- b) POPA applies to the collection, use and disclosure of Personal Information for the purposes of this PQR or the Contract; and
- c) the Proponent, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure of the information under ATIA or the Personal Information in accordance with POPA.

7.14 CONSENT TO THE USE OF PERSONAL INFORMATION

The purpose of collecting Personal Information for this PQR is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of the Province. Authority for this collection is the *Government Organization Act* (Alberta), as amended from time to time, and Section 4 (c) of POPA. The Proponent may contact the Procurement Officer identified in the PQR regarding any questions about collection of Personal Information pursuant to this PQR.

The Proponent consents and has obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by the Province, and the Province's employees, subcontractors and agents, to enable the Province to evaluate the Proposal and for other program purposes of the Province. The Proponent must provide those written consents within two (2) Business Days of a request by the Province to do so.

7.15 CONFLICT OF INTEREST

Upon becoming aware of same, Proponents must fully disclose to the Procurement

Officer, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Proponent, all Proponent Team members or any employee, subcontractor, agent, or proposed Resource, if the Proponent were to become a Pre-Qualified Contractor pursuant to this PQR. The Province shall review any submissions by Proponents under this provision and may reject any Proposal or withdraw a Service Request where, in the opinion of the Province, the Proponent or any Proponent Team member, employee, subcontractor, agent, or proposed Resource is, could be, or could be perceived to be in a conflict of interest if the Proponent were to become a Pre-Qualified Contractor pursuant to this PQR.

7.16 LOBBYISTS ACT

The Proponent acknowledges that:

- a) the *Lobbyists Act* (Alberta), as amended from time to time, establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyists Act* (Alberta); and
- b) it is responsible for complying with the *Lobbyists Act* (Alberta) during the PQR process, and if pre-qualified, during the Contract.

7.17 TRADE AGREEMENTS

This PQR is covered by the following trade agreements:

- a) Canadian Free Trade Agreement;
- b) New West Partnership Trade Agreement;
- c) Comprehensive and Economic Trade Agreement;
- d) Canada-United Kingdom Trade Continuity Agreement;
- e) World Trade Organization's Agreement on Government Procurement; and
- f) Comprehensive and Progressive Agreement for Trans-Pacific Partnership.

7.18 PQR TERMS AND CONDITIONS

By submitting a Proposal, the "PQR Terms and Conditions" contained in this section 7 of this PQR are deemed to be accepted by the Proponent in their entirety and without any changes.

7.19 EXTENSION, AMENDMENT TO OR CANCELLATION OF PQR

The Province may extend the PQR Closing Date and Time, or the Province may amend, suspend, postpone or cancel this PQR.

7.20 COSTS OF THE PROPOSAL

The Proponent is responsible for all costs of preparing and presenting its Proposal and, if applicable, entering into the Contract.

7.21 CONTRACT AWARD

The Province and the successful Proponents will enter into Contracts containing the terms and conditions in Appendix A. If, in the opinion of the Province, it appears that a Contract will not be entered into with a successful Proponent within 30 days of selection, the Province may choose to reject that Proponent's Proposal.

7.22 REPRESENTATIONS AND WARRANTIES

Statements made in a Proposal may be incorporated into, attached to, or otherwise included in the Contract or Service Request, and shall constitute representations and warranties of a Pre-Qualified Contractor and shall form part of the Contract or Service Request.

7.23 MODIFIED PQR PROCESS

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7.24 RELEASE OF PROPOSAL INFORMATION

The Province reserves the right to disclose the names of responding Proponents, Pre-Qualified Contractors, and any summary cost information deemed appropriate by the Province.

7.25 PROPOSAL ACCEPTANCE/REJECTION

The Province is not required to accept, and may reject, any or all Proposals.

7.26 PROPONENT DEBRIEFING

At the written request of an unsuccessful Proponent, the Province will conduct a debriefing to tell the Proponent why its Proposal was not selected. The unsuccessful Proponent's written request for a debriefing must be received by the Province within ten (10) Business Days of notification to the Proponent that it was unsuccessful.

7.27 CLAIMS FOR DAMAGES OR COMPENSATION

Notwithstanding any other provision in this PQR, a Proponent who responds to this PQR agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from:

- a) the PQR process;
- b) the evaluation of Proposals;
- c) the pre-qualification of Proponent(s); or

d) a decision by the Province not to prequalify any Proponent shall be limited to the Proponent's actual Proposal preparation costs. "Proposal preparation costs" are the actual costs borne by a Proponent to prepare and submit its Proposal. By submitting a Proposal a Proponent acknowledges and accepts this limitation.

APPENDIX A – CONTRACT

(to be completed upon contract award)

CONTRACT NUMBER: _____

THIS CONTRACT MADE EFFECTIVE THE ____ DAY OF _____, 20 ____.

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA,
as represented by the Minister of Justice
(the “Province”)

- and -

NAME OF PRE- QUALIFIED CONTRACTOR
(the “Pre-Qualified Contractor”)

BACKGROUND

The Province issued a Pre-Qualification Request dated _____ (“PQR”), which forms part of this Contract, to pre-qualify service providers for services related to the preparation of Court Transcripts, on an as required basis.

In response to the PQR, the Pre-Qualified Contractor submitted a Proposal, dated _____ (“Proposal”), which is part of this Contract.

Therefore, the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) “Alberta Time” means Mountain Standard Time or Daylight Saving Time as provided for in the *Daylight Saving Time Act* (Alberta), as amended from time to time.
- (b) "Artificial Intelligence" or "AI" means software, algorithms, models, or machine-based systems capable of performing tasks that ordinarily require human intelligence, including learning, reasoning, generating content, making recommendations, or assisting in decision-making.
- (c) “ATIA” means the Access to Information Act, (Alberta), as amended from time to time.
- (d) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province.

- (e) “Character” means a visible character produced by a keyboard stroke that excludes any keyboard stroke such as a line break, tab, indent or space, which does not produce a visible character.
- (f) “CJS” means Court and Justice Services, the division within Alberta Justice that is responsible for the Contracts.
- (g) “Client” means the individual, company or organization requesting Services from TMS.
- (h) “Contract” means this document, Schedule A and Schedule B, the PQR and the Proposal.
- (i) “Court Material” means copies of court information provided to the Court Transcriber to assist in the preparation of a transcript, and may include audio files, log notes, or transcript orders.
- (j) “Court Transcriber” means the Pre-Qualified Contractor or any person employed by, or under contract to the Pre-Qualified Contractor to perform the transcription services.
- (k) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Pre-Qualified Contractor or its employees, subcontractors or agents in the course of performing the Services pursuant to a Service Request.
- (l) “Personal Information” means personal information as defined in ATIA or POPA, or ATIA and POPA, as the case may be, as provided for in this Contract.
- (m) “POPA” means the *Protection of Privacy Act* (Alberta), as amended from time to time.
- (n) “Pre-Qualification Request” or “PQR” means the Pre-Qualification Request issued by the Province dated (Insert date the PQR was issued and the dates of any PQR updates if applicable), which is incorporated into and forms part of this Contract.
- (o) “Proposal” means the proposal submitted by the Pre-Qualified Contractor dated [insert date], which is incorporated into and forms part of this Contract.
- (p) “Security Incident” means an actual or reasonably suspected event that compromises, or may compromise, the confidentiality, integrity, availability, authenticity, or authorized handling of Province Information, TDS access, credentials, systems used to provide the Services, or the Services themselves. Examples of Security Incidents include, but are not, limited to the following:
 - phishing involving a TDS account;
 - malware or ransomware;
 - lost or stolen devices;
 - misdirected transcripts;
 - exposure to an unauthorized person;

- unauthorized printing;
 - compromised credentials;
 - improper disposal;
 - unauthorized cloud upload;
 - use of unapproved AI or transcription tools;
 - anomalous account activity;
 - inability to account for information; and
 - unauthorized alteration or deletion.
- (q) “Services” means the work, duties, functions and deliverables described in Schedule A, including, but not limited to, those duties, functions and deliverables related to the security of the Province’s Information, as that term is defined in section 12 of the Contract, and any Transcribed Materials produced in response to a Service Request.
- (r) “Service Request” means a request communicated by an automated email notification from the Transcripts Digital Service (TDS) platform and or in writing from Transcript Management Services (TMS), to provide the Services in accordance with the Contract.
- (s) “Standing Offer List” means the pool of Pre-Qualified Contractors who have executed Contracts with the Province.
- (t) “TDS” means the online Transcripts Digital Service platform which manages transcript orders. Clients use TDS to submit transcript requests. TMS staff use TDS to assign new orders to Court Transcribers and to do quality reviews of transcripts submitted by transcribers, before release to Clients. Court Transcribers use TDS to view new jobs; to retrieve supporting documents, audio recordings, and log notes; and to upload completed transcripts. It is also the platform used to trigger payments to transcribers for their completed work.
- (u) “Term” means the contract period specified in clause 2.
- (v) “TMS” means those employees within CJS at Transcript Management Services who are responsible for facilitating court transcript production and are responsible for the distribution of court audio and log notes to Court Transcribers, as well as management and oversight of the Contracts.
- (w) “Transcribed Material” means any information, records or materials, regardless of form (electronic or physical) which are created from Court Material.
- (x) “Universal Transcript Format” means the style and formatting guidelines for all transcripts produced for proceedings in the three levels of Alberta courts.

TERM

2. This Contract shall be effective from the Effective Date until October 31, 2028, unless terminated in accordance with this Contract.

The Province, in its sole discretion, may extend this Contract for a period of up to 24 months, on the same terms and conditions, including pricing.

Each Service Request shall be effective for the period set out in that Service Request, and the terms and conditions of this Contract shall continue to apply to the Service Request until the completion or termination of that Service Request.

SERVICES

3. The Pre-Qualified Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Pre-Qualified Contractor warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Pre-Qualified Contractor in its Proposal that is incorporated into, attached to or otherwise included in Schedule A are representations and warranties of the Pre-Qualified Contractor and form part of this Contract.

Service Requests will be issued in accordance with the following:

- (a) During each Business Day via the TDS platform, staff at TMS issue Service Requests to Pre-Qualified Contractors and will give first preference when assigning Service Request to those Pre-Qualified Contractors who have indicated in TDS their availability for that same Business Day to accept new Service Requests and have indicated an adequate number of potential minutes the Pre-Qualified Contractor is capable of transcribing. Pre-Qualified Contractors will receive automated emails from TDS outlining each new Service Request as such Service Requests are made available on the TDS platform throughout the day. However, Pre-Qualified Contractors should also log into TDS regularly to view and check for new Service Requests.
- (b) In the event a Pre-Qualified Contractor that was assigned a Service Request is unable to provide the Services set out in the assigned Service Request, including achieving the relevant turnaround time, the Pre-Qualified Contractor will advise TMS immediately via the TDS platform, and TMS staff will re-assign the Service Request to a different Pre-Qualified Contractor;
- (c) On accepting a Service Request, the Pre-Qualified Contractor shall perform the Services as set out in Schedule A to the satisfaction of the Province;
- (d) The Pre-qualified Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services;
- (e) The Province is not obligated to obtain any Services from the Pre-Qualified Contractor and reserves the right to acquire Services through arrangements other than from the Standing Offer List in accordance with this Contract and the PQR; and,
- (f) The Pre-Qualified Contractor shall perform the Services set out in each Service Request with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services.

PAYMENT

4.
 - (a) The Province agrees to pay the Pre-Qualified Contractor for performance of the Services the rates set out in the Alberta Rules of Court (AR 124.2010) as amended from time to time.
 - (b) The Province shall pay the Pre-Qualified Contractor within 30 days of receipt of a completed transcript being uploaded by the Pre-Qualified Contractor into the TDS platform and its release to the Client by TMS after a quality control review.
 - (c) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
 - (d) The Province may deduct from all payments to the Pre- Qualified Contractor such amounts as are required by the *Income Tax Act* (Canada) as amended, revised or substituted from time to time.
5. The Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Pre-Qualified Contractor shall re-execute the Services or Materials at the Pre-Qualified Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

6. The Pre-Qualified Contractor shall:
 - (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and
 - (b) keep the documents referred to in clause 6(a) for three years following the completion or termination of this Contract.
7. The Pre-Qualified Contractor shall comply with the reporting requirements in Schedule A, and with any reporting requirements that may be set out in a Service Request.

NON-ASSIGNABILITY AND SUBCONTRACTING

8.
 - (a) The Pre-Qualified Contractor shall not assign or otherwise dispose of any of its rights, obligations or interests in this Contract without the prior written consent of the Province, which shall not be unreasonably withheld.

- (b) The Pre- Qualified Contractor shall not:
- i. assign or otherwise dispose of any of its rights, obligations or interests in any Service Request; or
 - ii. subcontract the Services set out in a Service Request (other than as specified in Schedule A),
- without the prior written consent of the Province, which shall not be unreasonably withheld.
- (c) When the Pre- Qualified Contractor retains any subcontractor(s) in connection with performance of the Services, the Pre-Qualified Contractor shall:
- i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Pre- Qualified Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

9.

- (a) The Pre-Qualified Contractor warrants that any employee, subcontractor or agent of the Pre-Qualified Contractor providing the Services pursuant to a Service Request has the qualifications and expertise to provide the Services.
- (b) The Pre-Qualified Contractor shall not replace any employee, subcontractor or agent, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.
- (c) The Pre- Qualified Contractor shall:
- i. remove any employee, subcontractor or agent of the Pre-Qualified Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
 - ii. only replace such removed employee, subcontractor or agent of the Pre-Qualified Contractor upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.

COMPLIANCE

10. The Pre- Qualified Contractor shall

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Pre- Qualified Contractor in performing the Services and/or providing the Resources set out in a Service Request; and
- (b) comply with the *Workers' Compensation Act* (Alberta), when the Act applies, and shall, upon demand by the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Pre- Qualified Contractor is registered and in good standing with the Workers' Compensation Board.

MATERIAL OWNERSHIP

11.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trademark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract or Service Request. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Pre-Qualified Contractor or a third party prior to the Effective Date remain the property of each party respectively.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Pre-Qualified Contractor prior to the Effective Date ("Pre-Qualified Contractor Materials") is reproduced or incorporated in the Materials, the Pre-Qualified Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Pre-Qualified Contractor Materials, for any purpose.
- (d) The Pre-Qualified Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Pre-Qualified Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.
- (e) Prior to reproducing or incorporating any third-party copyright materials into the Materials, the Pre-qualified Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.
- (f) The Pre-Qualified Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials and shall delete any electronic copies of the Materials six (6) months following submission of the Materials to the Province, or otherwise at the request of the Province.

NON-DISCLOSURE OF INFORMATION

12.

- (a) Except as provided in clauses 12, 13 and 14, all information, regardless of form that is obtained, generated, provided or collected by the Pre-Qualified Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Pre-Qualified Contractor without the prior written consent of the Province. The Pre-Qualified Contractor may disclose the Province's Information to

employees, subcontractors or agents of the Pre-Qualified Contractor who have a need to know for the purpose of performing the Services, provided that the Pre-Qualified Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.

- (b) Subject to clause 13(b), the Pre-qualified Contractor's obligations in clause 12(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Pre-Qualified Contractor;
 - ii. are independently developed without benefit of the Province's Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (c) The Pre-Qualified Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Pre-Qualified Contractor shall immediately advise the Province of any Security Event and shall provide the Province any available information regarding the Security Event and provide cooperation and assistance reasonably required to investigate and to remedy or rectify such a situation.
- (d) The Pre-Qualified Contractor will comply with and carry out any direction given by the Province in relation to responding to or remedying any Security Event involving the Province's information.
- (e) The Pre-Qualified Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.
- (f) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (g) No press release, public announcement or other public commentary relating to this Contract shall be made by the Pre-Qualified Contractor without the prior written approval of the Province.
- (h) The Pre-Qualified Contractor shall store only in Canada all of the Province's Information that is disclosed to the Pre-Qualified Contractor under this Contract.

POPA

13.

- (a) The Pre-Qualified Contractor acknowledges that POPA applies to the collection, use and disclosure of Personal Information in the course of performing the Services, and agrees that the Pre-Qualified Contractor shall adhere to POPA and the terms of this Contract in its collection, use and disclosure of any Personal Information.

- (b) The Pre-Qualified Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract or Service Request, or as otherwise expressly authorized in writing by the Province.
- (c) In providing the Services the Pre-qualified Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Pre-Qualified Contractor must correct, within five Business Days of the request, Personal Information that the Pre-Qualified Contractor may have either collected or compiled about an individual pursuant to this Contract.
- (d) The Pre-Qualified Contractor shall:
 - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
 - ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
 - iii. provide the Province with any information regarding the Pre-qualified Contractor's security measures that the Province may require to verify compliance with POPA.
- (e) The Pre-Qualified Contractor shall store only in Canada all records of Personal Information which are disclosed to the Pre-Qualified Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.
- (f) The Pre-Qualified Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

ATIA

14.

- (a) The Pre-Qualified Contractor acknowledges that this Contract and each Service Request, including without limitation the name of the Pre-Qualified Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under ATIA or other legal obligation.
- (b) Upon request, the Pre-Qualified Contractor shall, at the Pre-Qualified Contractor's expense, and within five Business Days, provide to the Province any records that are requested under ATIA that are in the custody or under the control of the Pre-Qualified Contractor. Should the Pre-Qualified Contractor receive an access request under ATIA, the Pre-Qualified Contractor shall not respond to it but shall immediately forward the access request to the Province for further handling.

INDEMNITY AND LIABILITY

15.

- (a) The Pre-Qualified Contractor agrees to indemnify and hold harmless the Province and its employees and agents against and from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. the Pre-Qualified Contractor's breach of this Contract, or
 - ii. the negligence, other tortious act or wilful misconduct of the Pre-Qualified Contractor, or those for whom the Pre-Qualified Contractor is legally responsible, in relation to the performance of the Pre-Qualified Contractor's obligations under this Contract.
- (b) The Pre-Qualified Contractor agrees to indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from (i) the Pre-Qualified Contractor's breach of this Contract or (ii) the negligence, other tortious act or wilful misconduct of the Pre-Qualified Contractor, or those for whom the Pre-Qualified Contractor is legally responsible, in relation to the performance of the Pre-Qualified Contractor's obligations under this Contract.
- (c) The Pre-Qualified Contractor acknowledges the sensitivity and confidentiality of the data as well as the criticality that it be protected from unauthorized use, access or disclosure. The Pre-Qualified Contractor acknowledges that risk of unauthorized use of or access to the data rests with the Pre-Qualified Contractor once it has been accessed, received, used, or obtained by the Pre-Qualified Contractor, its employees, agents, or subcontractors or when the data is in the Pre-Qualified Contractor's care, custody or control

INSURANCE

16.

- (a) The Pre-Qualified Contractor must, at its own expense, and without limiting its liabilities herein, obtain, and maintain general liability insurance insuring its operations, in accordance with the Alberta Insurance Act, in an amount not less than \$1,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Pre-Qualified Contractor must, at its own expense and without limiting its liabilities herein obtain and maintain errors and omissions insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$500,000 per claim insuring its liability resulting from the performance of the Services under this Agreement. This insurance is required to remain in place for a period of 12 months following the completion or termination of this Agreement and this condition may be satisfied with a 12-month extended reporting period.

- (c) The Pre-Qualified Contractor must, at its own expense and without limiting its liabilities herein, obtain and maintain cyber network security and privacy liability insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$500,000 per claim, including first party and third party coverage, crisis management coverage and breach response costs, privacy breach notification and credit monitoring costs, data recovery costs, and hardware and software repair or replacement costs, covering losses arising out of a claim solely or partly due to the unauthorized use of or access to the Pre-Qualified Contractor's electronic systems, hardware, or software, including when that software is licensed to the Province, and covering liability resulting from actual or potential data or privacy breach, including but not limited to a security breach (including the introduction or transmission of malware), unauthorized access, unauthorized use, failure to protect personal or corporate confidential information, which results in damage, destruction or misappropriation of such information in electronic or non-electronic format, or cyber extortion, or identity theft or regulatory actions. This insurance is required to remain in place for a period of 36 months following the completion or termination of this Contract and this condition may be satisfied with a 36-month extended reporting period.
- (d) Evidence of all required insurance, in the form of a detailed certificate of insurance, acceptable to the Province, must be promptly provided to the Province at inception of the Agreement, annually thereafter and at any other time requested by the Province. Upon the Province's request, the Pre-Qualified Contractor must provide the Province with certified copies of all required insurance policies.
- (e) All required insurance, must be endorsed to provide the Province with 30 days advance written notice of cancellation, including for non-payment of premium.
- (f) The Pre-Qualified Contractor must ensure that all its subcontractors obtain and maintain the type of coverages and limits of insurance required in this Contract comparable to that set forth in this section

RELATIONSHIP OF PARTIES

17. The relationship of the Pre-Qualified Contractor to the Province in performing the Services under this Contract is that of an independent Pre-Qualified Contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Pre-Qualified Contractor and the Province.

NOTICES

18.

- (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by email to the email address as follows:

The Province: _____

Address: _____

Attention:

Email

The Pre-Qualified Contractor:

Address:

Attention:

Email

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 18(a) by giving notice to the other in the manner described in clause 18(a).
- (c) Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

19.

- (a) The Province may at any time immediately terminate this Contract and any Service Request, without cause, upon written notice to the Pre-Qualified Contractor.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Pre-Qualified Contractor, or its employees, subcontractors or agents under this Contract are the property of the Province; and
 - ii. the Province shall only have to pay the Pre-Qualified Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFE, SECURE AND RESPECTFUL WORKPLACE

20.

- (a) The Pre-Qualified Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with

all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

- (b) The Pre-Qualified Contractor shall maintain security standards in relation to computer security and safeguards and ensure employees, subcontractors and agents, if any, have incorporated necessary measure to ensure the safeguarding of computers used for transcription.
- (c) When communicating or interacting with the Province's employees, the Pre-Qualified Contractor, its employees, subcontractors and agents shall comply with the Province's *Respectful Workplace Policy*, as amended from time to time. A copy of this policy is available from the Province's representative designated in clause 21(a).

PARTIES' REPRESENTATIVES

21.

- (a) The Province designates _____ of the Department of _____ as the Province's representative for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to this Contract, other than giving notice pursuant to clause 18(a).
- (b) The Pre-Qualified Contractor designates _____ as the Pre-Qualified Contractor's representative for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to this Contract, other than giving notice pursuant to clause 18(a).
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

22.

- (a) The Pre-Qualified Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Pre-Qualified Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i. the Pre-Qualified Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Pre-Qualified Contractor and its employees, subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Pre-Qualified Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or

- would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the Pre-Qualified Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Pre-Qualified Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Pre-Qualified Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Pre-Qualified Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Pre-Qualified Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Pre-Qualified Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Pre-Qualified Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract or a Service Request.

SURVIVAL OF TERMS

23. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- (a) clause 6 Records and Reporting;
- (b) clause 11 Material Ownership;
- (c) clause 12 Non-Disclosure of Information;
- (d) clause 13 POPA
- (e) clause 14 ATIA; and
- (f) clause 15 Indemnity and Liability.

GENERAL

24. In the case of conflicts or discrepancies among this document and the Appendices and Schedules attached to this document, the documents shall take precedence and govern in the following order:

- (a) The body of this document;
- (b) The Appendices and Schedules attached to this document;
- (c) The PQR; and
- (d) The Proposal.

25. Time is of the essence of this Contract and each Service Request.

26. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

27. Any waiver by either party of the performance by the other of an obligation under this Contract or any Service Request must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

28. The rights and remedies of the Province under this Contract or any Service Request are cumulative and any one or more may be exercised.

29. The Parties may amend this Contract only by mutual written agreement signed by the parties.

30. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.

31. This Contract shall be for the benefit of and binds the successors and assigns of the parties.

32. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.

33. In this Contract words in the singular include the plural and words in the plural include the singular.

34. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mailed in PDF shall constitute good delivery.

The parties' authorized representatives make this Contract.

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Justice

(Name of Pre-Qualified Contractor)

Per:

Per:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SCHEDULE A – Services

1. Services

In accordance with any service requirements specified below, the Province requires the Pre-Qualified Contractor to perform the following:

1. In accordance with the requirements of TMS, advise what the anticipated workload capacity is for handling transcript assignments. Assignments may be distributed for any geographical area within Alberta;
2. Immediately access the Court Material to determine whether it was successfully transmitted and received and is readable and audible. Immediately notify TMS in the event of any issues in this regard;
3. Utilizing the Court Material and information provided, produce a complete and accurate transcript in accordance with the specifications set out in the [Transcript Fees and Format Regulation](#) and the Universal Transcript Format production manual which will be provided by TMS to the Pre-Qualified Contractor via online access before commencement of the provision of Services, and as amended from time-to-time;
4. Review the transcript against the Court Material, proofread, and correct all typographical errors to ensure the standard of quality, care, skill and diligence maintained by persons providing similar services to courts of law;
5. Return the transcript to TMS within the turnaround time for completion as specified in the Service Request, using the assigned secure website as means of secure electronic transmission;
6. Respond to all requests from TMS to modify the transcript and correct errors in the transcript at the Pre-Qualified Contractor's expense;
7. Ensure that transcripts of oral reasons for judgment are provided to TMS. TMS will ensure a copy is provided to the judge/justice for review and correction prior to release;
8. Certify the transcript is, to the best of the Court Transcriber's ability, a complete and accurate transcript of their shorthand notes. Include a certificate, as part of the transcript, in accordance with the [Recording of Evidence Act](#) of Alberta;
9. Ensure that all sealed Court Materials are destroyed immediately upon production of the transcript;
10. Ensure all Court Materials (that are not sealed) are destroyed by the Pre-Qualified Contractor within six months of completion of the transcript;
11. Provide all equipment, materials and space required for the preparation of transcripts and ensure workstations and computers used to provide the Services are secured from viruses, malware, and security vulnerabilities;
12. Ensure security of audio files is enforced on all computers holding court audio, i.e. password protected and create only an electronic version of the transcript. Printing of the transcript is prohibited except for the purposes of reviewing or proofreading. When reviewing or proofreading is completed, all printed versions must be immediately destroyed;

13. Ensure all charges for transcripts comply with the rates set out in The Tariff of Fees, Schedule B in the [Alberta Rules of Court](#); and
14. Provide training and any administrative or technical support to all employees, subcontractors and agents, if any, to ensure efficient and effective Services are provided.

2. Limited Access to the Province's Information

Access to the Province's Information, as that term is defined in section 11 of the Contract, shall be limited to named individuals who:

- require access to perform an assigned Service Request;
- have received the Province's approval where required;
- have completed required screening and training;
- have signed the required Non-Disclosure Agreement, as attached as Appendix D to the PQR; and
- have been granted only the minimum privileges necessary.

The Pre-Qualified Contractor shall maintain an access register identifying each authorized individual, the systems and information available to that individual, the approving authority, the date access was granted, the date of the most recent review, and the date access was removed.

3. Suspected Account or Device Compromise and Reporting Obligations

The Pre-Qualified Contractor shall immediately stop using any device or account suspected of compromise and shall not access TDS from that device or account until the Province authorizes reconnection.

Payment of a ransom, communication with a threat actor, or engagement of a recovery of negotiation service in connection with Province Information shall not occur without prior consultation with the Province, except where prohibited by law or where immediate action is required to protect life or safety.

The Pre-Qualified Contractor shall notify the Province immediately upon becoming aware of actual or suspected credential disclosure, account compromise, unauthorized authentication attempts, or loss of an authentication device.

Access shall be disabled immediately when an individual no longer requires access, changes, responsibilities, ceases work for the Pre-Qualified Contractor, or is suspended from providing Services.

The Pre-Qualified Contractor shall review all access to the Province's Information at least quarterly and shall provide the results to the Province upon request.

4. Use of Artificial Intelligence (AI) in Transcription

Prior to any use of Artificial Intelligence (AI) audio-to-text technology and/or software in the provision of Services by the Pre-Qualified Contractor, the proposed use of such AI technology must be disclosed to the Province through TMS in writing. The Province must provide its written consent to the Pre-Qualified Contractor regarding the use of AI for transcription prior to such proposed use, and such consent may include whatever limitations, restrictions or required risk mitigation processes or procedures as determined and communicated by the Province. The Province's consent may be withheld or withdrawn at any time and at the Province's sole discretion.

5. Eligibility for Transcription Services Work at the Province's Discretion

Pre-Qualified Contractors will be eligible for transcription Services work on an as-required basis and at the sole discretion of TMS.

6. Support from the Province

The Province will provide the following to support the Pre-Qualified Contractor in its performance of the Services:

- Information on how to access the TDS platform, utilizing a user ID and confidential password for the Pre-Qualified Contractor

The Pre-Qualified Contractor may be assessed at the conclusion of each transcript based on their record of availability, the frequency of turning down Service Requests, quality of transcript and timeliness of submission. A poor assessment as determined by TMS may result in termination of the Contract.

7. Services Timetable

The Pre-Qualified Contractor shall perform the Services no later than the time specified in the Service Request. Turnaround times for completion shall be as follows:

Turnaround Time for Completion	
Requested by the Client	Internal deadline for Pre-Qualified Contractor to complete and upload transcript into TDS
30 Calendar Days	15 Calendar Days
10 Business Days	5 Business Days
5 Business Days	3 Business Days
2 Business Days	24 Hours

8. Human Resource Requirements

The Pre-Qualified Contractor shall ensure that the Pre-Qualified Contractor has in its possession criminal record checks on all its personnel that provide the Services and the written consent from each of those persons to provide their criminal record checks to the Province.

Upon request of the Province, the Pre-Qualified Contractor shall provide written confirmation to the Province that all personnel providing the Services have a criminal record check on file with the Pre-Qualified Contractor. The Pre-Qualified Contractor shall, on request of the Province, provide the Province with such criminal record checks, including a more recent one if requested, and at no cost to the Province. Any Pre-Qualified Contractor personnel, who, in the opinion of the Province, have an unsatisfactory criminal record, shall be prohibited from providing the Services.

Upon becoming aware that any of its personnel who are performing the Services has had a change to the individual's criminal record from the previous criminal record provided to the Province, the Pre-Qualified Contractor must provide written notice of the change to the Province, and the individual shall immediately cease providing the Services. Within five Business Days of providing such written notice, the Pre-Qualified Contractor shall provide the Province at the Pre-Qualified Contractor's expense a current criminal record check (subsequent to the date of the notice) for that individual. The individual may only recommence providing the Services upon written approval from the Province.

9. Facilities

The Pre-Qualified Contractor shall provide the following Facilities to perform the Services:

- a) Suitable computer equipment and software that meets or exceeds the following minimum technical requirements to support present digital technology, in order to produce transcripts compatible with current Microsoft M365 as required by each Service Request:
 - i. Windows 11 Pro, Office M365
 - ii. Latest version of FTR player to play back TRM files (the player is a free download from FTR's corporate website)
- b) Software required to perform the Services shall be legally licensed, supported by its supplier, securely configured, and maintained with current security updates.
- c) As requirements change, suitable computer equipment and software that meets or exceeds the following minimum technical requirements to support future digital technology, in order to produce transcripts compatible with current Microsoft M365 as required by each Service Request:

- i. For The Record (FTR) recommends high quality headphones and a USB foot pedal for transcription;
 - ii. The most recent version of the Google Chrome browser.
- d) Such high-speed cable or wireless technology necessary for secure and rapid reception and transmission of large digital files; and
- e) Software and other tools that will enable the pages or Characters to be accurately counted and recorded.
- f) Office space that is physically secured from all persons, other than the resource performing the transcription Services, or in a location from which all such other persons are excluded.
- g) The Province's Information shall not be accessed, processed, or stored on:
 - i. public computers;
 - ii. equipment that does not meet the minimum technical requirements.
- h) Any endpoint used to access, download, process, store, review, or upload the Province's Information shall:
 - i. use a supported operating system that receives current security updates;
 - ii. have current anti-malware or endpoint-detection-and-response protection enabled;
 - iii. be securely wiped before disposal, reassignment, sale, return, or repair.

10. Standards of Care

The Pre-Qualified Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this PQR.

To ensure an appropriate level of Service, care, diligence and roles/responsibilities are maintained during the term of the Contract(s), the TMS office will perform yearly audits on the Pre-Qualified Contractor and its resources providing the Services and investigate complaints, facilitating the resolution of complaints, concerns and issues raised by Clients.

SCHEDULE B – PAYMENT

A. Transcript Fees

The Pre-Qualified Contractor will be paid the rates set out in the [*Alberta Rules of Court*](#) (AR 124/2010) as amended from time to time.

Where the transcription assignment is not successfully completed within the specified turnaround time, the Province reserves the right to pay the Pre-Qualified Contractor at a lower rate in accordance with the turnaround time in which the transcript is actually received by the Province.

APPENDIX B – PROPOSAL SUBMISSION FORM

(Date , 20__)

RE: PQR Number: 26-TMS-Court Transcription Services

Standing Offer for Court Transcription Services – Alberta Justice

Procurement Officer: **Maria Lopez**
Email: **JUST.Procurement@gov.ab.ca**

Enclosed is our Proposal submitted in response to this Pre-Qualification Request.

Proponent's Legal Name:	
Mailing Address:	
Contact Name:	
Telephone:	
E-mail Address:	

APPENDIX B - ATTACHMENT #1
MANDATORY REQUIREMENTS AND DESIRABLE PROVISIONS - CORPORATE

Mandatory Requirements – Corporate

MANDATORY REQUIREMENTS	RESPONSE SELECTION	RESPONSE
1. Agree to submit or has submitted criminal record check results in accordance with Section 3.2.2 of the PQR for anyone who will be directly providing the Services under the Contract or has access to the Court Materials.	Yes / No	
2. Agree to complete and submit or has submitted to the Province Non-Disclosure Agreements in Appendix D of the PQR for proposed resources.	Yes / No	
3. Agree to provide the appropriate insurance coverage in accordance with clause 16 of the Contract in Appendix A of the PQR.	Yes / No	
4. Agree to provide a detailed plan, acceptable to the Province, describing its court and personal information safeguard policy with respect to security measures to be implemented to ensure the protection of Court Materials and Personal Information. Refer to Appendix C of the PQR.	Yes / No	
5. Agree to be appointed or are appointed under the Recording of Evidence Act of Alberta.	Yes / No	
6. Agree to disclose any conflict of interest or apparent conflict of interest prior to accepting a Service Request.	Yes / No	
7. Agree to periodic access reviews for all systems used to access or store Province Information.	Yes / No	

MANDATORY REQUIREMENTS	MINIMUM RELEVANT EXPERIENCE REQUIRED	EXPERIENCE CLAIMED <i>(INCLUDE RELEVANT DOCUMENT SUPPORTING THE EXPERIENCE CLAIMED IN RESPONSE TO THE SPECIFIC REQUIREMENT)</i>
1. Experience producing transcripts. Identify the total number of years' experience. <i>(additional points will be awarded for exceeding the minimum experience required)</i>	One (1) year within the last three (3) years	

Desirable Provision – Corporate

DESIRABLE PROVISION(S)	MINIMUM RELEVANT EXPERIENCE DESIRED	EXPERIENCE CLAIMED <i>(INCLUDE RELEVANT DOCUMENT SUPPORTING THE EXPERIENCE CLAIMED IN RESPONSE TO THE SPECIFIC PROVISION)</i>
1. Experience managing the production of transcripts in accordance with Alberta Regulation 167/2010 Recording of Evidence Act of Alberta, Judicature Act , Provincial Court Act , Transcript Fees and Format Regulation , or the equivalent in another Canadian province. Identify the total number of years' experience. <i>(additional points will be awarded for exceeding the minimum experience desired)</i>	One (1) year within the last three (3) years	

APPENDIX B - ATTACHMENT #2

MANDATORY REQUIREMENTS AND DESIRABLE PROVISIONS – PROPOSED RESOURCES

Pre-Qualified Contractors may propose a resource or a team of resources capable of successfully performing the Services described in this PQR. The following information must be provided for each resource that may be engaged to provide the Services under the Contract. Submit a separate page for each resource.

Resource Name: _____ **Status:** _____
(Owner, Employee or Sub-Contractor)

Mandatory Requirements – Proposed Resource

MANDATORY REQUIREMENTS	RESPONSE SELECTION	RESPONSE
1. Agree to obtain and provide criminal record check results in accordance with PQR Information Section 3.2.2.	Yes / No	
2. Agree to sign and provide to the Province the Non-Disclosure Agreement in Appendix D of the PQR.	Yes / No	
3. Agree to be appointed or are appointed as an Official Court Reporter under the <i>Recording of Evidence Act</i> of Alberta.	Yes / No	
4. Agree to, and will, abide by the court and personal information and safeguard policy developed by the Pre-Qualified Contractor and accepted by the Province.	Yes / No	
5. Agree to disclose any conflict of interest or apparent conflict of interest prior to accepting a Service Request.	Yes / No	
6. Agree to periodic access reviews for all systems used to access or store Province Information.	Yes / No	

MANDATORY REQUIREMENTS	MINIMUM RELEVANT EXPERIENCE OR CREDENTIALS REQUIRED	EXPERIENCE CLAIMED (INCLUDE RÉSUMÉ AND RELEVANT DOCUMENT SUPPORTING THE EXPERIENCE CLAIMED IN RESPONSE TO THE SPECIFIC REQUIREMENT)
7. Experience producing transcripts in situations where two or more people are speaking. Identify the total number of years' experience. <i>(additional points will be awarded for exceeding the minimum experience required)</i>	One (1) year within the last three (3) years	

Desirable Provisions – Proposed Resource

DESIRABLE PROVISION(S)	MINIMUM RELEVANT EXPERIENCE DESIRED	EXPERIENCE CLAIMED (INCLUDE RÉSUMÉ AND RELEVANT DOCUMENT SUPPORTING THE EXPERIENCE CLAIMED IN RESPONSE TO THE SPECIFIC PROVISION)
1. Experience producing transcripts from court proceedings in accordance with Alberta Regulation 167/2010 Recording of Evidence Act of Alberta, Judicature Act , Provincial Court Act , Transcript Fees and Format Regulation or the equivalent in another Canadian province. Identify the total number of years' experience. <i>(additional points will be awarded for exceeding the minimum experience desired)</i>	One (1) year within the last three (3) years or A minimum of one (1) year experience in producing transcripts with the oversight of a Pre-Qualified Contractor is acceptable.	

DESIRABLE PROVISION(S)	MINIMUM RELEVANT EXPERIENCE DESIRED	EXPERIENCE CLAIMED (INCLUDE RÉSUMÉ AND RELEVANT DOCUMENT SUPPORTING THE EXPERIENCE CLAIMED IN RESPONSE TO THE SPECIFIC PROVISION)
2. Experience producing transcripts, when required, in French from court proceedings in French.	Sample of a completed transcript	
3. Provide evidence of ability to perform a minimum of 50 wpm typing speed.	Copy of test results	
4. Provide evidence of training to support ability to use proper grammar and punctuation.	Completion of at least one (1) or more related courses	
5. Provide a sample template that may be used to prepare transcripts of court proceedings in accordance with the Transcript Fee and Format Regulation .	Sample of transcript template	

APPENDIX C – SERVICE DELIVERY APPROACH

The Proposal **must** include responses to the following mandatory requirements:

- a) How the Proponent will contend with variable workloads to ensure that when a Service Request is received from TMS, the Services are provided within the requested transcript turnaround time. i.e. How would workloads be prioritized to ensure each transcript is completed by the respective due date?
- b) The Proponent's ability to ensure technical support is provided both during and outside of Business Days. i.e. How would equipment malfunctions be dealt with?
- c) The Proponent's commitment to administrative support and training in order to address any new technological changes. If there is a change in technology requirement during the term of the Contract, how will the Proponent address such changes?
- d) The quality control measures the Proponent has in place to ensure accurate proofreading of transcripts; and verification of software, equipment, and office space used by resources.
- e) The Proponent's Service Delivery Capacity – Production Volume:
(Note: The response to 1e) i. will not be scored and will be used for information purposes only.)
 - i. Indicate average service delivery capacity per month based on a 41 line page format/1,200 Character average per page (i.e. 10,000 pages per month, 7,500 pages per month, 5,000 pages per month, 2,500 pages per month, etc.) and;
 - ii. Indicate how the Proponent will ensure resources are available to meet fluctuating demands in producing transcripts;
- f) The Proponent's policy relating to security for Court Materials and Personal Information and all security measures to be implemented to ensure the protection of Court Materials and Personal Information, which must include:
 - i. provisions for the retention and disposal of Court Materials and Personal Information;
 - ii. the security measures to ensure that only those employees, subcontractors and agents, if any, of the Proponent who are required to have access to the Court Materials and Personal Information for the purposes of providing the Services required under the Contract will be permitted access to the Court Materials and Personal Information;

- iii. the security measures that will be implemented to ensure the physical and electronic protection of Court Materials and Personal Information, addressing:
 - .1. measures that will be in place to ensure computer equipment being used for transcription is secure from viruses, malware and any other potential security vulnerabilities;
 - .2. measures that will be in place to ensure computers are password protected;
 - .3. measures that will be in place to ensure servers have up-to-date anti-virus, anti-spam, or a network firewall in place;
 - .4. measures that will be put in place to ensure Internet or e-mail is appropriately secured with effective measures (for example; using encryption, individual user-ID and passwords, password-protected attachments, etc.);
 - .5. measures that will ensure office space is physically secure from all persons other than the resource performing the transcription Services.

APPENDIX D – NON-DISCLOSURE AGREEMENT

To be completed by each of the successful Proponent's/Prequalified Contractor's employees, subcontractors and agents, if any, who will be performing the Services under the Contract.

Court Transcription Services

Background: (Name of Pre-Qualified Contractor) ("Pre-Qualified Contractor") and His Majesty in right of Alberta, as represented by the Minister of Justice, ("Province") have entered into a Contract for the provision of court transcription Services ("Contract").

In consideration of one dollar, the receipt of which is acknowledged, the signatory of this Non-Disclosure Agreement ("Transcriber") who provides services to the Pre-Qualified Contractor under the Contract agrees with the Province as follows:

- A. The following terms when used in this Non-Disclosure Agreement, including the Background which forms part of this Non-Disclosure Agreement, shall have the meanings as follows:
1. "Court Material" means copies of court materials, in any form, provided to Transcriber to provide transcribing services to the Pre-Qualified Contractor, including preparing transcripts. Materials may include audio files, log notes, information or indictment, court endorsements, statement of claim or application, or transcript orders.
 2. "Documents" means the Court Material and Transcribed Material.
 3. "Information" means all communications, data, material or documents, regardless of form, which are disclosed to or acquired, accessed, observed, created or exchanged by or on behalf of the Transcriber in the course of providing any transcribing services to the Pre-Qualified Contractor, including the Documents and any Information contained in the Documents.
 4. "Transcribed Material" means any materials or records, regardless of form (electronic or physical), including transcripts, which are created from Court Material.
- B. In this Non-Disclosure Agreement, I understand and agree:
1. The Information is the Province's information and is confidential and may only be used for the purpose of supplying transcribing services to the Pre-Qualified Contractor.

2. Not to print any of the Information with the exception of printing draft Transcribed Materials for the purpose of proofreading. Upon completion of proofreading the Transcribed Materials, the Transcribed Materials shall immediately be destroyed in a safe and secure manner.
3. Not to use any social media platform to comment on the services being provided to the Pre-Qualified Contractor or the Information or disclose to any other person any electronic passwords issued by the Province for the purposes of completing and submitting the Transcribed Materials.
4. The Information and the terms and conditions of this Non-Disclosure Agreement may only be disclosed to such persons employed or contracted by the Pre-Qualified Contractor on a “need to know” basis solely for the purpose of providing services directly related to the Contract.
5. Access to Province Information shall be limited to named individuals who:
 - a) require access to perform an assigned Services Request;
 - b) have received Province approval where required;
 - c) have completed required screening and training;
 - d) have signed the required Non-Disclosure Agreement; and
 - e) have been granted only the minimum privileges necessary.
6. The Pre-Qualified Contractor shall maintain an access register identifying each authorized individual, the systems and information available to that individual, the approving authority, the date access was granted, the date of the most recent review, and the date access was removed.
7. The requirements set forth in this Non-Disclosure Agreement shall not apply to any part of the Information which:
 - a) is in the public domain at the date of disclosure to me or which thereafter enters the public domain other than by any act or failure to act on my part;
 - b) is already known to me (as evidenced by my written records) at the time of its disclosure to me;
 - c) was lawfully acquired by me from a third party (as evidenced in my written records) and the acquisition was not in relation to providing the any services to the Pre-Qualified Contractor;
 - d) was required to be disclosed by me as contemplated in clause 6 hereof; or
 - e) was independently developed by me without access to the Information.
8. I shall hereby be entitled to disclose Information as required by law or ordered by a court of competent jurisdiction or any regulatory body having jurisdiction, provided that:

- a) I take reasonable steps to maintain the confidentiality of the Information by the court or regulatory body; and
 - b) I shall provide the Province with immediate written notice of any request for disclosure.
9. This Non-Disclosure Agreement shall commence on the date hereof.
10. I acknowledge the value of the Information. Accordingly, I understand that any injunctive relief, specific performance, or monetary damages, is an appropriate remedy for any breach of this Non-Disclosure Agreement.
11. I agree to abide by the Province's policies and legislation in relation to the Information.
12. Nothing herein shall be construed as granting to me a license or any rights to intellectual property of the Province including without limitation, trademark or copyrights in any country relating to the Information.
13. This Non-Disclosure Agreement shall be governed by the laws, and in the courts, of the Province of Alberta.
14. No failure or delay by the Province to exercise any of its rights, powers or privileges under this Non-Disclosure Agreement shall operate as a waiver hereof.
15. If any provision of this Non-Disclosure Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Non-Disclosure Agreement.
16. This Non-Disclosure Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors.

17. This Non-Disclosure Agreement is subject to the ATIA and POPA as may be amended, revised or substituted from time to time.

Agreed to and accepted by this _____ day of _____, 20____.

(Name)

(Transcriber)

(Signature)