



**NEW BRUNSWICK**  
ENERGY & UTILITIES BOARD

COMMISSION DE L'ÉNERGIE ET DES SERVICES PUBLICS  
**NOUVEAU-BRUNSWICK**

**Request for Proposal for  
COURT REPORTING SERVICES  
Saint John, New Brunswick**

Request for Proposals No.: **2025-1**

Issued: **March 17, 2025**

Submission Deadline: **Friday, April 4, 2025, by 12:00 p.m. (Atlantic Time)**

## Table of Contents

PART 1 INVITATION AND SUBMISSION INSTRUCTIONS .....	1
1.1 Invitation to Proponents .....	1
1.2 Proponent must be single Entity .....	1
1.3 RFP Contact.....	1
1.4 Contract Deliverables .....	2
1.4.1 Type of Contract .....	2
1.4.2 Terms of Service .....	2
1.5 Submission of Proposal .....	2
1.5.1 Submission Deadline .....	2
1.5.2 Proposals to be Submitted on Time .....	2
1.5.3 Amendment of Proposal.....	2
1.5.4 Withdrawal of Proposal .....	2
PART 2 TERMS AND CONDITIONS OF THE RFP PROCESS.....	3
2.1 General Information and Instructions .....	3
2.1.1 Proponents to Follow Instructions .....	3
2.1.2 Proposals in English or French .....	3
2.1.3 No Incorporation by Reference .....	3
2.1.4 Past Performance .....	3
2.1.5 Proponents to Bear Their Own Costs.....	3
2.1.6 Proposal to be Retained by the NBEUB.....	3
2.1.7 No Guarantee of Volume of Work or Exclusivity of Contract.....	3
2.2 Evaluation of Proposal.....	3
2.3 Communication after Issuance of RFP .....	4
2.3.1 Proponents to Review RFP .....	4
2.3.2 All New Information to Proponents by Way of Addenda .....	4
2.3.3 Verify, Clarify and Supplement .....	4
2.3.4 Negotiated Changes to Deliverables .....	4
2.4 Conflict of Interest and Prohibited Conduct.....	4
2.4.1 Disqualification for Conflict of Interest .....	4
2.4.2 Disqualification for Prohibited Conduct.....	5
2.4.3 Prohibited Proponent Communications .....	5
2.4.4 Proponent Not to Communicate with Media .....	5

2.4.5	No Lobbying.....	5
2.4.6	Illegal or Unethical Conduct .....	5
2.5	Confidential Information.....	5
2.5.1	Confidential Information of the NBEUB .....	5
2.5.2	Confidential Information of Proponent.....	5
2.6	RFP Binding .....	6
2.6.1	No Contract A and No Claims .....	6
2.6.2	No Contract until Execution of Written Agreement.....	6
2.6.3	Binding Price Estimates .....	6
2.6.4	Cancellation .....	6
2.7	Governing Law and Interpretation.....	6
APPENDIX A	.....	7
A.	THE DELIVERABLES.....	7
B.	USE OF PROPOSAL FORM .....	9
APPENDIX B	.....	10

# PART 1

## INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposal (RFP) is an invitation by the New Brunswick Energy and Utilities Board (NBEUB) to providers of court reporting services to submit a proposal to provide court reporting and transcription services, as further defined in the RFP Particulars (Appendix A) as the Deliverables.

The objective of this RFP is to identify quality, cost-effective and efficient court reporting and transcription services which meet the NBEUB's operational requirements. The NBEUB is seeking detailed information from interested providers.

Following the evaluation of the proposals by an evaluation committee comprised of representatives from the NBEUB, it is intended that the successful proponent will be invited to enter into a service agreement.

The NBEUB is an independent, quasi-judicial tribunal. The NBEUB's primary mandate and authority are contained in the Energy and Utilities Board Act (New Brunswick). Additional information can be found in the NBEUB's current Annual Report on the NBEUB's website at the following links:

- (a) English - [https://nbeub.ca/uploads/annual\\_reports/en/2023-2024%20NBEUB%20Annual%20Report.pdf](https://nbeub.ca/uploads/annual_reports/en/2023-2024%20NBEUB%20Annual%20Report.pdf)
- (b) French - [https://nbeub.ca/fr/uploads/annual\\_reports/fr/2023-2024%20Rapport%20annuel%20de%20la%20CESPNB.pdf](https://nbeub.ca/fr/uploads/annual_reports/fr/2023-2024%20Rapport%20annuel%20de%20la%20CESPNB.pdf)

### 1.2 Proponent must be single Entity

The proponent must be a single legal entity that, if selected, intends to enter into an agreement with the NBEUB. If the proposal is submitted jointly by two or more separate entities, the proposal must identify only one of those entities as the "proponent." The proponent will be responsible for the performance of the Deliverables.

### 1.3 RFP Contact

To contact the NBEUB in relation to this RFP, proponents must initiate communication in writing electronically. The NBEUB will not accept any proponent's communications by any other means.

For the purposes of this process, the "RFP Contact" will be:

**Mélissa Curran**  
**Chief Clerk**  
**New Brunswick Energy and Utilities Board**  
**Email: [melissa.curran@nbeub.ca](mailto:melissa.curran@nbeub.ca) with a copy to [general@nbeub.ca](mailto:general@nbeub.ca)**  
**Phone: (506) 643-7334**

Proponents should only contact the RFP Contact as specifically instructed in this RFP. All other communication in relation to this RFP, up to and including the submission of the proposal, must be through the RFP Contact.

Other than the RFP Contact, proponents and their representatives are not permitted to contact any members, employees, or other representatives of the NBEUB or any elected or appointed officials, formally or informally, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

## **1.4 Contract Deliverables**

### **1.4.1 Type of Contract**

The NBEUB intends to invite the selected proponent to execute a service agreement for the provision of the Deliverables.

### **1.4.2 Terms of Service**

The NBEUB intends that the term of the service agreement is to be for a minimum period of five years.

It is anticipated that the agreement will commence no later than the date of May 1, 2025.

## **1.5 Submission of Proposal**

### **1.5.1 Submission Deadline**

The proposal must be submitted by Friday, April 4, 2025 at 12:00 p.m. (Atlantic time), to Mélissa Curran, Chief Clerk via e-mail at [melissa.curran@nbeub.ca](mailto:melissa.curran@nbeub.ca); with a copy to [general@nbeub.ca](mailto:general@nbeub.ca).

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be finalized and delivered as described above on or before the Submission Deadline. Late submissions will not be accepted and will be disqualified as late.

### **1.5.3 Amendment of Proposal**

Proponents may amend their proposal prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that their amended proposal is received by the NBEUB in the same manner as their original proposal and by the Submission Deadline.

### **1.5.4 Withdrawal of Proposal**

At any time until the execution of a final written agreement for the provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

## **PART 2**

### **TERMS AND CONDITIONS OF THE RFP PROCESS**

#### **2.1 General Information and Instructions**

##### **2.1.1 Proponents to Follow Instructions**

Proponents should structure their proposal in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, variations, or contingent statements as part of its proposal may be disqualified.

##### **2.1.2 Proposals in English or French**

Each proposal must be in either English or French.

##### **2.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal, but not attached, will not be considered to form part of the proposal.

##### **2.1.4 Past Performance**

The NBEUB may consider the proponent's past performance or conduct on previous contracts with the NBEUB or other institutions.

##### **2.1.5 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, if applicable.

##### **2.1.6 Proposal to be Retained by the NBEUB**

The NBEUB will not return the proposal or any accompanying documentation submitted by a proponent.

##### **2.1.7 No Guarantee of Volume of Work or Exclusivity of Contract**

The NBEUB makes no guarantee of the value or volume in any agreement with any proponent. The agreement with the selected proponent will not necessarily be an exclusive contract for the provision of the described Deliverables. The NBEUB may contract with others for goods and services the same as, or similar to, the Deliverables or may obtain such goods and services internally.

#### **2.2 Evaluation of Proposal**

Proposals will be evaluated on the basis of the overall best value to the NBEUB based on quality, service and price. The NBEUB is not obligated to accept the lowest cost of any proposal

submitted. The NBEUB further reserves the right to select the successful proponent in any manner deemed (in its sole and absolute discretion) to be in the NBEUB's best interests.

## **2.3 Communication after Issuance of RFP**

### **2.3.1 Proponents to Review RFP**

Proponents should promptly examine all the documents comprising this RFP and may direct questions or seek additional information by email to the RFP Contact on or before the Submission Deadline. No such communications are to be sent or initiated through any other means. The NBEUB is under no obligation to provide additional information, and the NBEUB is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers unclear. The NBEUB is not responsible for any misunderstanding on the part of the proponent concerning this RFP.

### **2.3.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the NBEUB, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by written addendum posted on the NBEUB's website.

Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the NBEUB.

### **2.3.3 Verify, Clarify and Supplement**

When reviewing proposals, the NBEUB may request further information from the proponent or third parties to verify, clarify or supplement the information provided in the proponent's proposal. The NBEUB may revisit and re-evaluate the proponent's proposal on the basis of any such information.

### **2.3.4 Negotiated Changes to Deliverables**

The NBEUB may, prior to entering into a written agreement, negotiate changes to the Deliverables, the materials, the specifications or any conditions with any one or more of the proponents without having any duty or obligation to advise any other proponent or to allow them to vary its prices as a result of changes to the Deliverables, the materials, the specifications or any conditions, and the NBEUB shall have no liability to any other proponent as a result of such negotiations or modifications.

## **2.4 Conflict of Interest and Prohibited Conduct**

### **2.4.1 Disqualification for Conflict of Interest**

The NBEUB may disqualify a proponent for any conduct, situation or circumstances, determined by the NBEUB, in its sole and absolute discretion, to constitute a Conflict of Interest.

## **2.4.2 Disqualification for Prohibited Conduct**

The NBEUB may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the NBEUB determines that the proponent has engaged in any conduct prohibited by this RFP.

## **2.4.3 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest Declaration set out in the Submission Form (Appendix B).

## **2.4.4 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

## **2.4.5 No Lobbying**

Proponents must not, in relation to this RFP, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

## **2.4.6 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the NBEUB; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information.

## **2.5 Confidential Information**

### **2.5.1 Confidential Information of the NBEUB**

All information provided by or obtained from the NBEUB in any form in connection with this RFP, either before or after the issuance of this RFP:

- 1) is the sole property of the NBEUB and must be treated as strictly confidential;
- 2) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- 3) must not be disclosed without prior written authorization from the NBEUB; and
- 4) must be returned by the proponent to the NBEUB immediately upon the request of the NBEUB.

### **2.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation is supplied in confidence for which confidentiality is to be maintained by the NBEUB. The confidentiality of such information will be maintained by the NBEUB, except as otherwise

required by law or by order of a court or tribunal having jurisdiction. Proponents are advised that their proposals may, as necessary, be disclosed, on a confidential basis, to advisers retained by the NBEUB to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## **2.6 RFP Binding**

### **2.6.1 No Contract A and No Claims**

This RFP is not intended to create and will not create a formal, legally binding bidding process. For greater certainty and without limitation:

- 1) this RFP will not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- 2) neither the proponents nor the NBEUB will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP until the execution of a written agreement.

### **2.6.2 No Contract until Execution of Written Agreement**

This RFP is intended to identify prospective proponents. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the NBEUB by this RFP until the execution of a written agreement.

### **2.6.3 Binding Price Estimates**

The pricing information provided in the proposal will be binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or the decision of the NBEUB to enter into an agreement for the Deliverables.

### **2.6.4 Cancellation**

The NBEUB may cancel or amend this RFP without liability at any time.

## **2.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP (Part 2):

- 1) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); and
- 2) are to be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.

[End of Part 2]

## APPENDIX A RFP PARTICULARS

### A. THE DELIVERABLES

#### Court Reporting – Scope of Work

The successful proponent will provide the following services:

- The successful proponent will respond to requests for service from the NBEUB upon 48 hours' notice.
- Record and transcribe in-person proceedings at the NBEUB's premises and offsite as well as those conducted virtually as requested by the NBEUB.
- Produce and deliver transcripts within the service levels identified below.
- Ensure all proceedings have been accurately recorded, transcribed and transcripts proofread before delivery.
- Certify each transcript as being "true and correct".
- Provide all equipment and supplies necessary for recording and transcribing proceedings.
- Prepare PDF and Word electronic versions of all transcripts.
- Transcripts on the **public record** must be delivered by email to the Chief Clerk and all parties involved in the proceeding.
- Transcripts containing **confidential information** not on the public record must be delivered by email only to the Chief Clerk and those authorized to receive same as confirmed in writing by the Chief Clerk.
- Confidential and Public transcripts must be separate documents, and Confidential transcripts must be identified differently with every page identified as confidential.
- Unless otherwise instructed, an electronic copy of the transcript of the previous day's proceedings in PDF and Word formats must be delivered by email to the Chief Clerk by 9:00 a.m. every morning. For hearings that adjourn after 6:00 p.m., the transcript delivery deadline will be no later than noon on the following working day.
- All errors or omissions identified by the NBEUB in any transcript must be corrected by the proponent, with revised electronic copies provided to the Board and the relevant parties within 24 hours of notice to the proponent.
- The NBEUB, conducts hearings in both French and English. While historically, the majority of the NBEUB's hearings proceed in the English language, the successful proponent must, when requested, provide a court reporter who can work in the French language and the proponent must have the capacity to produce French language transcripts within the required timeframe.

The NBEUB will own all rights to the proponent's recordings and any transcripts prepared. The NBEUB will have the unfettered right to reproduce and distribute the said recordings and transcripts as in its sole discretion it sees fit.

## **Transcript Form – Base Standard**

### **Covers**

- On every transcript with the NBEUB's full name in English and French, the Matter name, the style of cause, the date and where the hearing was held.

### **Index**

- Note the beginning of each witness (or witness panel) and their questioning by each counsel and the Board. Note the marking of each exhibit during the course of a hearing.
- Table of contents on page two with separate a list of exhibits and respective exhibit numbers with Confidential exhibits marked in red.

### **Transcript Format**

- Double space, 23 numbered lines per page excluding shoulder headings and page numbers.
- Not less than a sixty-space line.
- Proceedings start on numbered line 1.
- Pages to be numbered consecutively in Arabic numerals.
- Numbered from beginning and consecutively throughout multi-day proceedings.
- Not to touch or go over margins or borders.

### **Speakers**

- Counsel referred to by Mr./Ms. and last name, at left margin, in upper case, followed by a colon and two blank spaces.
- Indicate change of speaker during questioning.

### **Questions And Answers**

- Prefaced by Q or A at the left-hand border.
- Each Q and A will begin a new line.
- The body of each Q and A will be indented three spaces to the right of the left-hand margin and shall be no less than a sixty-space line.
- Questions are not numbered.
- A header at the top of each page identifying the questioner.

### **Witness**

- All witness headings begin at the center.
- Single spaces above and below heading.

### **Exhibits**

- Exhibit number in upper-case, indented three spaces, followed by description of exhibit.

## **Content**

- Neat and free from errors.
- Gestures – nods, pointing, gestures or sound effects are not included in a transcript.
- Indiscernible – This expression is only used in the case of an answer that cannot be deciphered after diligent review.
- Show in parenthesis, within the context of the transcript, e.g. (indiscernible).

## **Certification**

- Transcriber's certification at completion of every transcript.

## **Electronic Copies**

- File names should identify the date, matter number and type of proceeding, e.g. pre-hearing conference, motion, hearing, etc.
- To be prepared in both PDF and Word formats.
- All materials will be delivered to the Chief Clerk via email.

## **B. USE OF PROPOSAL FORM**

The proponent may include whatever material or information it wishes, but each proposal must include a Proposal Form (Appendix B) completed and signed by an authorized representative of the proponent.

# APPENDIX B PROPOSAL FORM

## Cost Information Format

### 1. Proponent Name:

#### Quotes for Fees and Expenses

##### Attendance

Hourly attendance	\$/hr
Minimum attendance fee	

##### Transcripts

Transcripts	\$/pg
-------------	-------

##### Cancellation Fee

Cancellation within 24 hours of scheduled proceeding	
--	--

Mileage and meal allowances when travelling to attend out-of-town hearings will be in paid accordance with amounts set for NBEUB employees from time to time. Current mileage rates are 0.58 and meal allowances are (breakfast \$11.62; lunch \$16.27; and dinner \$30.14).

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the NBEUB and the proponent unless and until the NBEUB and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

#### **4. Binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

#### **5. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

#### **6. Conflict of Interest**

The proponent must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of the NBEUB within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that: (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below the details of the actual or potential Conflict of Interest:

---

---

---

## 7. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the NBEUB to advisers retained by the NBEUB to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

---

Signature of Proponent Representative

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent