

Department of Justice Canada  
100 Metcalfe Street, URB 741  
Ottawa, Ontario K1A 0H8

**REQUEST FOR STANDING OFFERS**

The Offeror, as identified bellow, offers to provide to the Department of Justice, or any person authorized to act on his/her behalf, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the prices set out therefore.

|  |   |
|--|---|
| <b>Offeror's Name:</b>   | 3 |
| <b>Address:</b>  |   |
| <b>Tel No.:</b>  |   |
| <b>Fax. No.:</b>   |   |
| <b>IN WITNESS WHEREOF</b> , this Request for Standing Offers has been duly executed on behalf of the Offeror by the hands of its officer duly authorized in that behalf: |   |
| _____  |   |
| <i>signature of authorized signatory</i>   |   |
| _____  |   |
| <i>print name of authorized signatory</i>  |   |
| _____  |   |
| <i>print title of authorized signatory</i>   |   |
| Date: _____  |   |

**DEPARTMENT OF JUSTICE**  
**JUS-RFSO-2013-0001**

|  |                                       |
|--|---------------------------------------|
| <b>Title:</b><br><br>Process Serving Services – British Columbia         | <b>Date:</b><br><br>December 13, 2013 |
| <b>Request for Standing Offers Closing Date:</b><br><br>January 22, 2014 |                                       |

**INQUIRIES – address inquiries to:**

**DEPARTMENT OF JUSTICE**  
Contracting and Materiel Management Division

*Jeff.williams@justice.gc.ca*

|  |                                    |
|--|------------------------------------|
| <b>Attention:</b><br><br>Jeff Williams | <b>Tel No.</b><br><br>604-666-5292 |
|  | <b>Fax No.</b><br><br>604-775-5558 |

**RETURN OFFERS TO:**

**DEPARTMENT OF JUSTICE**  
Contracting and Materiel Management Division

**BID RECEIVING UNIT:**

Department of Justice Canada  
Ministère de la Justice Canada  
100 rue Metcalfe Street, URB 741  
Ottawa, Ontario K1A 0H8  
Main Floor/*rez-de-chaussée* – Security Guard/ *gardien*  
(Call :613-697-5482)



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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Standing Offer Reports, the Insurance Requirements, the Firm Organization’s Profile and Subcontractors, and the Non-Disclosure Agreement.

### 2. Summary

The Department of Justice (DOJ), British Columbia Regional Office has a requirement for the provision of **process serving services**, on a “daily” and on an “as and when” requested basis. These services will include, but not be limited to, picking-up, sorting, serving individuals, legal representatives or corporations and filing various types of documents with various Courts and Tribunals within and outside the Lower Mainland as detailed in Annex A, the Statement of Work.

The **period for making call-ups against the Standing Offer will be for a period of one year** (dates to be determined).

If the Standing Offer is authorized for use beyond the initial period, the **Offeror offers to extend its offer for an additional two periods of one-year each**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

The DOJ anticipates issuing up to **two (2) Standing Offers**.



Call-ups will be **issued on a proportional basis** such that the highest-ranked Offeror will receive the largest predetermined portion of the work, sixty percent (60%) and the second highest-ranked Offeror will receive the second largest predetermined portion of the work, forty percent (40%).

**The Offeror will be required to provide service in the following areas:**

The Lower Mainland which includes Metro Vancouver and the Fraser Valley Regional District and;

All other locations outside the Lower Mainland, within the Province of British Columbia.

The majority of the process serving services (serving and filing) of documents will be within the Lower Mainland.

For services outside of the Lower Mainland, the Offeror will be paid the actual mileage incurred in the performance of the work, at cost, without any allowance for overhead or profit, in accordance with the kilometric rate for private vehicles specified in the Treasury Board Travel Directive, and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the DOJ. The Call-up will be considered as prior authorization.

**The Identified User is the DOJ.**

The Offeror must have five (5) years experience in the last seven (7) years in providing process serving services.

The Offeror will be required to provide one (1) Supervisor and a minimum of five (5) Process Servers.

The Supervisor must have three (3) years experience in the last five (5) years supervising Process Servers. Each of the Process Servers proposed by the Offeror to undertake the work described in the Statement of Work must have three (3) years experience in the last five (5) years providing process serving services.

Upon request, prior to the issuance of the Standing Offer, the Offeror must provide proof that the proposed Supervisor and the five (5) Process Servers have passed a Police Check for Criminal Convictions.

The requirement is limited to Canadian goods and/or services.

**3. Security Requirement**

There is no security requirement associated with this Request for Standing Offer.

**4. Debriefings**

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



## 5. Key Terms:

### “Serve and File”

- (a) Serve documents on self-represented litigants, individuals, counsel, Tribunals if requested in the approved Call-up
- (b) File documents before/after service (including Affidavit of Service) in the various courts, if requested in the approved Call-up.
- (c) Pay Filing fees on our behalf.
- (d) Pay Conduct fees on our behalf (in the form of a cheque attached to a subpoena or legal documents being served on the individual).
- (e) Skip search services may be required if we are unable to locate the individual, etc. to be served.

“**Affidavit of Attempted Service**” – is defined as a sworn statement in writing that outlines, where, when, and how the Process Server attempted to serve the party and why the attempts were not successful. The statement is sworn in front of a person authorized to witness oaths, such as a Commissioner of Oaths or a Notary Public.

“**Affidavit of Service**” – is defined as a sworn statement in writing that certifies that the Process Server has successfully served a party, in accordance with the law. The statement is sworn in front of a person authorized to witness oaths, such as a Commissioner of Oaths or a Notary Public. The affidavit of service states when, where and how the service was accomplished and must include a description of how the party served was identified.

“**Attempted Service**” – is defined as the efforts made to locate a party in a case through, for example, neighbours, business, or relatives, in order to physically hand deliver legal document(s).

“**Bulk Service**” – is defined as the physical delivery of a legal document or documents to a party/tribunal in separate files and/or to additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address, and return of said document(s) with Proof of Service.

“**Bulk Tribunal Service and Service on the Applicant(s) or Respondent(s)**” – is defined as the physical delivery of legal document(s) to a Tribunal at the same time and address, in bulk, and subsequent physical delivery of legal document(s) to each listed Applicant or Respondent(s), either individually or in bulk, if at the same time and address, and return of said document(s) with Proof of Service.

“**Call-up**” – is defined when a Standing Offer is issued, and the DOJ completes the Call-up instrument (Department of Justice 942J – Call-up Against a Standing Offer, detailing the services required, and forwarding to the Contractor, a contract is in place between the DOJ and the Contractor, as per the terms and conditions set out in the Standing Offer document.

“**Conduct Fees**” is defined as fees payable by cheque to a witness on whom a subpoena or other legal notice is being served.

“**DOJ**” – is defined as the Department of Justice

“**Lower Mainland**” is defined as the Metro Vancouver area and the Fraser Valley Regional District.

“**Individual Service**” is defined as the physical delivery of a legal document or documents to a party/tribunal in a case/file and return of said document(s) with Proof of Service. May include the filing of the documents and Proof of Service with the court after service, and return of the filed documents to DOJ.



“**Proof of Service**” is defined as an Affidavit of Service or signature under a stamp labelled “Admission of Service”.

“**Substituted Service**” – is defined as any method of service allowed, by law, when personal service is impossible or impracticable, such as leaving the legal documents with a responsible person at the party’s home or business and then mailing the party a copy.



## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2013-03-21), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. Any reference to PWGSC within the 2006 Standard Instruction substitute with the word Department of Justice (DOJ).

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

Delete: sixty (60) days

Insert: one-hundred and twenty (120) days

### 2. Submission of Offers

Offers must be submitted only to the Department of Justice (DOJ) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request For Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to the DOJ will not be accepted.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### 4. Applicable Laws

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



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



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

DOJ requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (4 hard copies)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

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

DOJ requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process **Policy on Green Procurement** (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To Assist DOJ in reaching its objective, offerors, should:

- (a) use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- (b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

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

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.



**Payment by Credit Card**

DOJ requests that Offerors complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the Standing Offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_ and/or,

Master Card \_\_\_\_\_

- (b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the Standing Offer.

The Offeror(s) is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

**Section IV: Additional Information**

**Former Public Servant – Competitive Requirements**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

**Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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



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

**Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES ( ) NO ( )  
 If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

**Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

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

\_\_\_\_\_  
 Authorized Firm's Signature

\_\_\_\_\_  
 Date



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

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the DOJ will evaluate the offers.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.



## 1.1 Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

| Criterion   | Description  | Met/<br>Not Met |
|---|--|-----------------|
| <b>M.1</b>  | <p><b>Firms Experience</b></p> <p>The Offeror must have a minimum of five (5) years experience in the last seven (7) years in providing process serving services which will include, but not be limited to, serving legal documents on individuals, corporations and/or legal representatives, including serving subpoenas on witnesses and on inmates in a criminal institution and filing legal documents with various Courts and/or Tribunals in British Columbia.</p> <p>To support the experience, a minimum of three (3) different clients, over the past five (5) years, must be provided giving the following information:</p> <ul style="list-style-type: none"> <li>a) the name of the client organization;</li> <li>b) the Project Authority, name, title, phone number;</li> <li>c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed;</li> <li>d) the start and end date of the work;</li> <li>e) the number of resources provided;</li> <li>f) the volume of documents served and/or filed; and</li> <li>g) a letter of Reference from the client organization/project authority confirming the experience noted in items c) to f) above.</li> </ul> |                 |
| <b>Client 1:</b>  |  |                 |
| <b>a) Name of the client organization</b>   | <b>e) Number of resources provided</b>   |                 |
|   |  |                 |
| <b>b) Project Authority, name, title, phone no.</b>   | <b>f) Volume of documents served and/or filed</b>  |                 |
|   |  |                 |
| <b>c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed</b> | <b>g) Letter of Reference from the client organization/Project Authority that the Offeror has met the requirement(s) as detailed in c) to f)</b>   |                 |
|   |  |                 |
| <b>d) Start Date and End Date of the Work</b><br><i>(month/year to month/year)</i>                                    |  |                 |
|   |  |                 |



| <b>Client 2:</b>  |   |
|---|---|
| <b>a) Name of the client organization</b>   | <b>e) Number of resources provided</b>  |
|   |   |
| <b>b) Project Authority, name, title, phone no.</b>   | <b>f) Volume of documents served and/or filed</b>   |
|   |   |
| <b>c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed</b> | <b>g) Letter of Reference from the client organization/ Project Authority that the Offeror has met the requirement(s) as detailed in c) to f)</b> |
|   |   |
| <b>d) Start Date and End Date of the Work<br/>(month/year to month/year)</b>  |   |
|   |   |

| <b>Client 3:</b>  |   |
|---|---|
| <b>a) Name of the client organization</b>   | <b>e) Number of resources provided</b>  |
|   |   |
| <b>b) Project Authority, name, title, phone no.</b>   | <b>f) Volume of documents served and/or filed</b>   |
|   |   |
| <b>c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed</b> | <b>g) Letter of Reference from the client organization/ Project Authority that the Offeror has met the requirement(s) as detailed in c) to f)</b> |
|   |   |
| <b>d) Start Date and End Date of the Work<br/>(month/year to month/year)</b>  |   |
|   |   |



| Criterion                       | Description  | Met/<br>Not Met |
|---------------------------------|--|-----------------|
| <b>M-2</b>                      | <p><b>Firms Quality Assurance</b></p> <p>The Offeror must utilize and implement a quality assurance regiment and provide in its proposal its approach to performance and quality that will ensure that they are able to deal with the following elements; provide details on hiring practices for Process Servers by outlining the selection process, for example:</p> <ul style="list-style-type: none"> <li>a) qualifications;</li> <li>b) how work is assigned;</li> <li>c) how work is monitored;</li> <li>d) how issues/problems are solved,</li> <li>e) how the quality and performance of the work by the Process Servers will be maintained throughout the entire duration of the Standing Offer, and</li> <li>f) explain how the Offeror’s Supervisor and Process Servers communicate with the Identified Users.</li> </ul> |                 |
| <b>a) Qualifications</b>        | <b>d) How issues/problems are solved</b>   |                 |
| <b>b) How work is assigned</b>  | <b>e) How the quality and performance of the work by the Process Servers will be maintained throughout the entire duration of the Standing Offer</b>   |                 |
| <b>c) How work is monitored</b> | <b>f) Explain how the Offeror’s Supervisor and Process Servers communicate with the Identified Users.</b>  |                 |
|                                 |  |                 |



| Criterion   | Description  | Met/<br>Not Met |
|---|--|-----------------|
| <b>M-3</b>  | <p><b>Experience of Personnel - Supervisor</b></p> <p>The Offeror must propose one (1) Supervisor for the Process Servers. The Supervisor must have a minimum of three (3) years experience in the last five (5) years supervising Process Servers.</p> <p>To support this experience, the following information must be provided as a minimum:</p> <ul style="list-style-type: none"> <li>a) the name of the client organization</li> <li>b) the Project Authority name, title, phone number;</li> <li>c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed;</li> <li>d) the start and end date of the work</li> <li>e) the number of Process Servers supervised; and</li> <li>f) the volume of work supervised.</li> </ul> |                 |
| <b>a) Name of the client organization</b>   | <b>d) Start date and End date of the work</b><br><i>(month/year to month/year)</i>   |                 |
| <b>b) Project Authority, name, title, phone no.</b>   | <b>e) Number of Process Servers Supervised</b>   |                 |
| <b>c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed</b> | <b>f) Volume of work supervised</b>  |                 |



| Criterion  | Description   | Met/<br>Not Met |
|--|---|-----------------|
| <b>M-4</b>   | <p><b>Experience of Personnel – Process Servers</b></p> <p>The Offeror must propose as a minimum five (5) Process Servers. Each of the Process Servers proposed by the Offeror to undertake the work described in the Statement of Work must have a minimum of three (3) years experience in the last five (5) years providing process serving services and filing legal documents with various Courts and/or Tribunals in British Columbia.</p> <p>To support the experience, the following information must be provided as a minimum for <b>EACH</b> proposed Process Server:</p> <ul style="list-style-type: none"> <li>a) the name of the client organization</li> <li>b) the Project Authority name, title, phone number;</li> <li>c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed</li> <li>d) the start and end date of the work</li> <li>e) the volume of documents served and/or filed.</li> </ul> |                 |
| <b>a) Name of the client organization</b>  | <b>d) Start date and End date of the work</b><br><i>(month/year to month/year)</i>  |                 |
|  |   |                 |
| <b>b) Project Authority, name, title, phone no.</b>  | <b>e) Volume of documents served and/or filed.</b>  |                 |
|  |   |                 |
| <b>c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed</b>  |   |                 |
| <p><b>Note:</b> The Process Servers may be employees or Subcontractors of the Prime Contractor. In either case each Process Server must have the minimum years of experience as stated in <b>M-4</b> above.</p> <p>For each proposed Process Server, the above requested information must be provided.</p> |   |                 |



| Criterion | Description  | Met/<br>Not Met |
|-----------|--|-----------------|
| M-5       | <b>AFFIDAVIT OF SERVICE (Proof of Service)</b><br><br>The Offeror must address how they propose to provide a properly commissioned Affidavit of Service (Proof of Service) or Affidavit of Attempted Service where appropriate, in a form acceptable by the applicable <i>Rules of Court</i> without using <b>DOJ</b> resources. |                 |

| Criterion | Description   | Met/<br>Not Met |
|-----------|---|-----------------|
| M-6       | <b>ELECTRONIC CAPABILITIES</b><br><br>The Offeror must have capabilities to provide a secure electronic web site to which orders can be submitted and tracked easily, for the purposes of running reports, and to which documents can be uploaded, as required. |                 |



## 1.2 Financial Evaluation

- 1.2.1 Offerors must quote an all inclusive price per items as listed in the Basis of Payment (see Annex B).
- 1.2.2 Offerors must provide prices for Year 1, and must provide prices for Option Year 1 and Option Year 2.
- 1.2.3 The Offeror’s prices will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included.
- 1.2.4 The Offeror’s prices quoted in the Basis of Payment; Annex B will be used for the financial evaluation.
- 1.2.5 The aggregate price for the price evaluation will be the sum of the weighted total price from Sections, A.1, A.2, B.1 and C, as listed in the Basis of Payment, Annex B for Year 1, Option Year 1 and Option Year 2. All services required has a weighted percentage (%) that will calculate the total weighted price per item and then by adding each column to determine the total sum of the weighted price for each type of service required as per the following example:

The total weighted price shall be broken down as follows:

- A.1 – 40%
- A.2 – 40%
- B.1 – 15%
- C - 5%



For example only, here is how the aggregate price will be determined, below are hypothetical prices only:

| Item No. | A  | B   | C  | D  |
|----------|--|---|--|--|
|          | Types of Services Required   | Standing Offer - Year 1<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) | 1 <sup>st</sup> Option<br>Year 2<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) | 2 <sup>nd</sup> Option<br>Year 3<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) |
| A.2.2    | <b>*Bulk Service</b><br>Serve a legal document or documents on a party/tribunal in separate files and/or serve document(s) on additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address; “and/or” serve as previously and file document(s); “or” file document(s). <i>When filing is requested, it must be completed by close of each respective Court’s business hours (same day):</i><br><b>Weighting 2.5%</b> | <b>(\$)</b> Firm Lot Price                                    | <b>(\$)</b> Firm Lot Price   | <b>(\$)</b> Firm Lot Price   |
| a)       | <b>Regular Service: Completion within 6 hours from request of service:</b>   |   |  |  |
|          | i. Serve document(s)   | \$25.00   | \$26.00  | \$27.00  |
|          | ii. Serve and file document(s)   | \$35.00   | \$37.00  | \$39.00  |
|          | iii. File and Service Document   | \$ 35.00  | \$37.00  | \$39.00  |
|          | iv. File document(s)   | \$15.00   | \$17.00  | \$19.00  |
| b)       | <b>Rush Service: Completion within 4 hours from request of service:</b>  |   |  |  |
|          | i. Serve document(s)   | \$27.00   | \$28.00  | \$29.00  |
|          | ii. Serve and file document(s)   | \$37.00   | \$39.00  | \$41.00  |
|          | iii. File and Service Document   | \$37.00   | \$39.00  | \$41.00  |
|          | iv. File document(s)   | \$17.00   | \$19.00  | \$21.00  |
| c)       | <b>Urgent Service: Completion within 2 hours, from request of service:</b>   |   |  |  |
|          | i. Serve document(s)   | \$27.00   | \$28.00  | \$29.00  |
|          | ii. Serve and file document(s)   | \$37.00   | \$39.00  | \$41.00  |
|          | iii. File and Service Document   | \$37.00   | \$39.00  | \$41.00  |
|          | iv. File document(s)   | \$17.00   | \$19.00  | \$21.00  |
|          | Sum of Rates <b>A.2.2 a), b) &amp; c)</b>  | \$346.00  | \$367.03   | \$388.00   |
|          | Weighting 2.5%   | \$8.65  | \$9.17   | \$9.70   |
|          | <b>Total A.2.2 a) b) &amp; c)</b><br>(Sum of Weighted Price for Initial & Option Years)  | <b>\$27.52</b>  |  |  |

|   |                 |
|---|-----------------|
| <b>The TOTAL WEIGHTED PRICE for all services listed in A.2 for Standing Offer (Year 1), 1<sup>st</sup> Option (Year 2) and 2<sup>nd</sup> Option (Year 3) is:</b> | <b>\$233.02</b> |
|---|-----------------|

\* Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, a firm unit cost must be submitted to include all parties and documents served. The lower of Bulk Service rate and regular Individual Service shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

\*\* This example only shows hypothetical prices for A.2.2 for “Bulk Service”, so if A.2.1 for “Individual Service” had a total hypothetical weighted price of \$205.50, then the total weighted price for A.2 would be \$224.84.

**2. Basis of Selection**



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

An Offeror who submits a responsive offer that is the second lowest evaluated cost and is within ten percent (10%) of the best priced offer, will be considered for issuance of a standing offer.



## PART 5 – CERTIFICATIONS

### 1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of the required certifications are not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### 1.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's website](#).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

#### 1.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

\_\_\_\_\_  
Authorized Firm's Signature

\_\_\_\_\_  
Date

#### 1.3 Canadian Content Definition (A3050T)

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the *North American Free Trade Agreement* (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the *Supply Manual*.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).



2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
  
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
  
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
  
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.



**6. Other Canadian goods and services:**

- a. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
  - i. MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
  - ii. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
  - iii. CIRCLE Canada companies as agreed on by IC and PWGSC.
- b. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

**1.4 Canadian Content Certification**

This procurement is limited to Canadian goods.

The Offeror certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T (see 1.4 above.)

\_\_\_\_\_  
Authorized Firm’s Signature

\_\_\_\_\_  
Date

**1.5 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada’s representatives and at the time specified in a call-up or agreed to with Canada’s representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

\_\_\_\_\_  
Authorized Firm’s Signature

\_\_\_\_\_  
Date



**1.6 Non-disclosure Agreement.**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will comply and sign the following Non-disclosure Agreement prior to being awarded the Standing Offer. Furthermore, any future resources, will comply and will be bound to these conditions:

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Department of Justice in connection with the Work, pursuant to Standing Offer No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Department of Justice, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Offeror as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Department of Justice on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Department of Justice, to prevent the disclosure of or access to such information in contravention of this agreement. I also acknowledge that any information provided to the Offeror by or on behalf of Department of Justice must be used solely for the purpose of the Standing Offer and must remain the property of Department of Justice Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Standing Offer No:

\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Security Requirement

There is no security requirement associated with this requirement.

### 2. Financial Capability

1. **Financial Capability Requirement:** The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
  - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
  - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an



agreement by the parent company to sign a Parental Guarantee, as drawn up by DOJ, is provided with the required information.

4. **Financial Information Already Provided to DOJ:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at DOJ, provided that within the above-noted time frame:
  - a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with DOJ.

5. **Other Information:** DOJ reserves the right to request from the Offeror any other information that DOJ requires to conduct a complete financial capability assessment of the Offeror.
6. **Confidentiality:** If the Offeror provides the information required above to DOJ in confidence while indicating that the disclosed information is confidential, then DOJ will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Offeror's financial capability to fulfill this requirement, DOJ may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of DOJ, a performance guarantee from a third party or some other form of security, as determined by DOJ).

### 3. Insurance Requirements

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

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



## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Security Requirement

There is no security requirement associated with this requirement.

#### 3. Standard Clauses and Conditions

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

##### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 3.2 Standing Offers Reporting

###### Periodic Usage Reports – Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to:

Department of Justice  
Finance & Procurement Branch  
900-840 Howe Street  
Vancouver BC, V6Z 2S9

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;



4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than twenty (20) calendar days after the end of the reporting period.

**4. Term of Standing Offer**

**4.1 Period of Standing Offer**

The period for making call-ups against the Standing Offer is from **TBD** to **TBD**.

**4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, from **TBD** to **TBD**; and from **TBD** to **TBD** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

**5. Authorities**

**5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department of Justice  
Contracting and Materiel Management Division  
275 Sparks Street  
2<sup>nd</sup> floor  
Ottawa, ON K1A 0H8

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

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

**5.2 Project Authority**

The Project Authority for the Standing Offer is:

**To be provided after award.**



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

**5.3 Offeror's Representative**

The Offeror has designated the following individual as the central point of contact for all matters pertaining to this Standing Offer:

Contact Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

**7. Identified Users**

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

Department of Justice,

British Columbia Regional Office, Regional Contracts and Materiel Management Advisor, 900 – 840 Howe Street, Vancouver, British Columbia;

the Contracting and Materiel Management Division, Headquarters, Ottawa, Ontario.

**8. Call-up Procedures**

**Ranking and Methodology for Multiple Standing Offers**

Proportional basis:

Call-ups will be issued on a proportional basis such that the highest-ranked Offeror will receive the largest predetermined portion of the work, sixty percent (60%) and the second highest-ranked Offeror will receive the second largest predetermined portion of the work, forty percent (40%).

**9. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form, Department of Justice 942J, Call-up Against a Standing Offer, a Government Acquisition Card or electronic document.

**10. Limitation of Call-ups**



Individual call-ups against the Standing Offer must not exceed \$(to be determined) (Goods and Services Tax or Harmonized Sales Tax included).

## 11. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(to be determined) (*Goods and Services Tax or Harmonized Sales Tax excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 12. Priority of Documents

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

- a. the call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. the general conditions 2005 (2012-11-19), General Conditions - Standing Offers -Goods or Services;
- d. the general conditions 2035 (2013-03-21), General Conditions – Higher Complexity – Services;
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. Annex C, Standing Offer Report;
- h. Annex D, Insurance Requirements;
- i. Annex E, Firm Organization Profile and Subcontractors;
- j. Annex F, Non-Disclosure Agreement; and
- k. the Offeror's offer \_\_\_\_\_ (date of offer), \_\_\_\_\_ (if the offer was clarified or amended, the time of issuance of the offer: "as clarified on \_\_\_\_\_" **or** "as amended \_\_\_\_\_". (date(s) of clarification(s) or amendment(s) if applicable).

## 13. Certifications

### 13.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related



documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 13.2 SACC Manual Clauses

### Status and Availability of Resources

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

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

### Canadian Content Certification

1. The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause A3050T.
2. The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

## 14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia, Canada.



## B. RESULTING CONTRACT CLAUSES

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2035 (2013-03-21), General Conditions - Higher Complexity - Services apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts; of 2035(2013-03-21) General Conditions – Higher Complexity - Services will not apply to payments made by credit cards.

### 3. Term of Contract

#### 3.1 Period of the Contract

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

### 4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 5. Payment

#### 5.1 Basis of Payment – Firm Price Services

##### Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices in accordance Annex B, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

##### Travel and Living Expenses

Travel and Living Expenses for work performed **within the Lower Mainland** are not applicable. No mileage is to be charged for work that occurs within the Lower Mainland.

Travel and Living Expenses for work **outside of the Lower Mainland**, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C



and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

**Other Direct Expenses**

Subject to prior approval by the Project Authority or Designated Representative, the Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers. At a minimum, this applies to:

- (a) Pay Filing fees on behalf of Justice Canada.
- (b) Pay Conduct fees on behalf of Justice Canada (in the form of a cheque attached to a subpoena or legal documents being served on the individual).
- (c) Transfer Fee to another Contractor outside the Lower Mainland. Should the Contractor require the services of another Process Service firm to serve, serve and file and/or file outside the Lower Mainland, then a transfer fee may be charged.

**5.2. Monthly Payment**

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

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

**5.3 Payment by Credit Card**

The following credit cards are acceptable: \_\_\_\_\_ and \_\_\_\_\_.

**6. Invoicing Instructions**

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

Each invoice must be supported by:

original invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

Invoices must be distributed as follows:

The original must be forwarded to the Technical Authority identified in the call up for certification and payment.

**7. Insurance Requirements**



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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **8. Price Justification**

The Contractor must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.



## Annex A

### Statement of Work

#### 1.0 Title

##### **Process Servers – British Columbia Regional Office**

#### 1.1 Background

The Department of Justice (DOJ) has the mandate to support the dual roles of the Minister of Justice and the Attorney General of Canada.

The Department supports the Attorney General as the chief law officer of the Crown both in terms of the ongoing operations of government as well as the development of new policies, programs and services for Canadians to support the Government’s priorities. Specifically, the DOJ provides legal advice to the Government and all federal government departments and agencies, represents the Crown in civil litigation and before administrative tribunals, drafts legislation, and responds to the other legal needs of federal departments and agencies.

The DOJ delivers services through a mix of co-located departmental legal services units, specialized branches located within the DOJ and a network of six regional offices located across the country.

To this end, the DOJ British Columbia Regional Office engages in a diverse array of litigation, appearing at all levels of court from the Provincial Court to the Supreme Court of Canada, as well as the Federal Courts, Tax Court and various administrative tribunals.

During the course of litigation, the British Columbia Regional Office may need to give legal notice to a party, serve such party, be it an individual, a legal representative or a corporation with legal documents, and file said documents with a Court or Tribunal. As a result, the British Columbia Regional Office is seeking the services of Process Servers to pick-up, sort, issue, serve and file various types of legal documents within the Province of British Columbia, in accordance with the applicable legislation and *Rules of Court* in the area of service.

The number of legal and court documents that need to be served and/or filed are expected to vary in both size and number.

#### 1.2 Area of Coverage

The majority of the work will be undertaken in the Lower Mainland which is defined by Metro Vancouver and the Fraser Valley Regional District. No mileage is to be charged for work that occurs within the Lower Mainland.

For locations outside the Lower Mainland, directly serviced by the Contractor, mileage calculations will be paid based on the Treasury Board Travel Directive.

For locations, outside the Lower Mainland, not serviced directly by the Contractor, it is the responsibility of the Contractor to make arrangements with Process Service Providers, to have documents served and/or filed.

#### 2.0 Services Required



The DOJ, British Columbia Regional Office requires Process Serving Services to pick up, sort and issue legal documents, to serve individuals, legal representatives and/or corporations and to file a number of different types of legal documents, with various Courts and Tribunals in the British Columbia Regional Office, on a “firm daily” basis, and on an “as and when requested” basis. The most common requests are for the following Courts and Tribunals: the Tax Court of Canada, the Federal Courts, British Columbia Courts and the Immigration and Refugee Board.

The legal documents to be served may include, but are not limited to, Replies, Statements of Claim, Statements of Defence, Lists/Affidavits of Documents, Application Records, Notices of Appearance, Summons, Affidavits, Subpoenas and other court documents. All services provided must be in compliance with the applicable *Rules of Court*.

The Contractor will be required to:

1. Pick up legal documents at the DOJ offices.
2. Sort and serve legal documents in accordance with the strict requirements of the legislation and applicable *Rules of Court* in the area of service and instructions from the Project Authority or Authorized Representative. Services will include but not be limited to the following:
  - i. Serve legal documents on a party/tribunal and provide proof of service;
  - ii. Serve legal documents on additional/multiple parties/tribunals in same file and/or separate files and provide proof of service;
  - iii. Provide same day, next day, regular, rush and urgent services;
  - iv. Provide attempted service including completion of an Affidavit of Attempted Service;
  - v. File, issue and search documents in Court;
  - vi. Report back immediately to the Project Authority or Authorized Representative if there are any problems with service;
  - vii. Make arrangements, with Process Service Providers, to serve and/or file documents, outside the Lower Mainland;
  - viii. Disburse fees on behalf of DOJ for Conduct Money, Court Filing, Transcripts and other Court Services, as requested;
  - ix. Obtain signatures on Court Orders; and
  - x. Perform skip searches.
  - xi. Submit court orders to the various courts (B.C. Supreme Court, B.C. Court of Appeal, B.C. Provincial Courts) for the Judges’ signatures, and return the signed orders to us. Note: the Judges do not sign the orders immediately and the process server has to maintain a follow-up system to maintain a check on the status of the orders.
  - xii. Copy documents from the Courts’ Registries’ files for the Department of Justice. The Court Registries files cannot be removed from the Registry, therefore the Contractor must go to the Registrar’s Office to get the copies for Justice.

**There are three (3) types of service requirements: on a “firm daily pick-up” basis; on an “as and when requested” basis and “Bulk Tribunal Service and Service on the Applicant(s)/Respondent(s)”.**

## 2.1 “Firm Daily Pick-ups” – Regular Service Requirements

The Contractor is required to pick-up, sort, issue, serve and file various legal documents, on a “firm daily” basis. The pick-up locations are:

- (a) 840 Howe Street, 9<sup>th</sup> Floor, Vancouver, BC; and
- (b) 666 Burrard Street, 4th Floor, Vancouver, BC.



There will be two (2) regular firm daily pick-ups, at 10:00 hours and 14:00 hours, Monday to Friday, including British Columbia Family Day (excluding weekends and statutory holidays).

There are two (2) levels of service for firm daily pick-ups, same day and next day. (Refer to Annex B).

## 2.2 “As and When Requested” Requirements

The Contractor is required to pick-up, sort, issue, serve and file various legal documents, on an “as and when requested” basis. The pick-up locations are:

- (a) 840 Howe Street, 9<sup>th</sup> Floor, Vancouver, BC; and
- (b) 666 Burrard Street, 4th Floor, Vancouver, BC.

Monday to Friday, including British Columbia Family Day (excluding weekends and statutory holidays).

There are three (3) levels of service:

- Regular service, completion of services from over four (4) to six (6) hours from request of service;
- Rush service, completion of services from over two (2) to four (4) hours from request of service; and
- Urgent service, completion of services within two (2) hours from request of service.

## 2.3 “Bulk Tribunal Service and Service on the Applicant(s)/Respondent(s)” Requirements – One (1) “Firm Daily Pick-up”

The Contractor is required to pick-up at 16:30 hours, sort, and serve documents in bulk on various listed Tribunals and subsequently on Applicants or Respondents either individually or in bulk if at the same time and address, and return the legal document(s) within three (3) business days. The lower of Bulk Service rate and regular Individual Service rate shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

The pick-up locations are:

- (a) 840 Howe Street, 9<sup>th</sup> Floor, Vancouver, BC; and
- (b) 666 Burrard Street, 4th Floor, Vancouver, BC.

Monday to Friday, including British Columbia Family Day (excluding weekends and statutory holidays).

When services are required in bulk with subsequent service on the individual applicant, the Contractor in conjunction with the DOJ, must establish a numbering/tracking system in order to link the service on the Tribunal with each individual Applicant/Respondent.

## 2.4 Additional Services/Instructions

The following additional services/instructions will apply to the “firm daily pick-ups”, the “as and when requested” basis and Bulk Service.

A Department of Justice 942J, Call-up Against a Standing Offer) will have instructions with respect to the services required, for example, the name, address and type of legal document(s) to be served, where the document(s) are to be filed, and the timeframe for the service.



The Contractor will be instructed on the requesting Department of Justice 942J, Call-up Against a Standing Offer to telephone the Project Authority or Authorized Representative to confirm that the documents were served and/or filed by the stated time, and report any problems with the services on the same day as the service.

It is the Contractor’s responsibility to be aware of the operating hours of each respective Court where documents are to be filed.

In filing the various types of documents, the Contractor must follow the filing procedures of each of the different Courts.

The Contractor may be required to perform other various miscellaneous services which include, but are not limited to, issuing originating documents, obtaining signatures on Court Orders and obtaining information and/or copies of documents from Court and performing skip searches.

## **2.5 Return of Document(s)**

Document(s) shall be returned to the DOJ’s office the next business day at no charge, however, should the Project Authority or Authorized Representative request same day return of a document(s), then the Contractor shall be paid the cost of the same day return only.

## **2.6 Uploading Orders and Documents electronically**

The Contractor must have the capability to provide a secure electronic web page to which orders (including specific requirements and locations) can be submitted and tracked easily by the DOJ.

The Contractor must provide DOJ with the capability to upload document(s) to and receive uploaded documents from the Contractor’s web page.

## **2.7 Proof of Service**

The Contractor must provide to the specific Project Authority or Authorized Representative within twenty-four (24) hours of an order requesting service, proof that service was effected in the form of a signature under an “Admission of Service” stamp, on the requested number of copies of the documents served. If this is not possible, the Contractor must prepare an Affidavit of Service, sworn before a person authorized to witness oaths such as a Commissioner for Taking Affidavits or a Notary Public and provide the Affidavit to the specific Project Authority or Authorized Representative within twenty-four (24) hours after service is completed.

If the Contractor is unsuccessful in serving the individual or legal representative and/or corporations, the Contractor must complete an Affidavit of Attempted Service.

In many cases, the Contractor will be instructed on the requesting Department of Justice 942J, Call-up Against a Standing Offer to telephone the Project Authority or Authorized Representative to confirm that the documents were served and/or filed by a stated time.

The Contractor is responsible to prepare and commission an Affidavit of Service and an Affidavit of Attempted Service, in accordance with the law and without using **DOJ** resources

The Proof of Service for the document(s) served must be returned by the Contractor at the office where the document(s) were originally picked up.



**The DOJ will NOT be responsible for preparing or commissioning Affidavits of Service or Affidavits of Attempted Service.**

**2.8 Additional Attempts**

In rare cases, where the Contractor is unsuccessful to serve a party(s), then the Contractor is to make up to two (2) additional attempts in the identified timeframe. If the Contractor is still unsuccessful, then the Contractor must contact the Project Authority or Authorized Representative for further instructions, to either make another attempt or complete an Affidavit of Attempted Service.

**2.9 Fees Payable on behalf of the DOJ**

**Court Filing Fees, Conduct Fees, Transcript Fees and other Services Requested**

The Contractor will be responsible to pay Court Filing Fees, Conduct Fees, Transcript Fees and fees for other services requested, by cheque, on behalf of the DOJ. Any such fees will be reimbursed by the DOJ.

With respect to Court filing fees, the Contractor must follow the applicable filing procedures for each of the different Courts. The Court filing fees differ from Court to Court and are dependent on the type of document. It is up to the Contractor to know the current Court filing fees.

When the Contractor is requested to make a cheque payable to a witness, which will be attached to the subpoena being served, the requesting Department of Justice 942J, Call-up Against a Standing Offer will indicate the name and the cheque amount.

The Contractor will be reimbursed by DOJ for the cheque amount payable.

On occasion, the Contractor may be requested to obtain and copy legal document(s) from the Court(s). Any fees related to such requests, will be reimbursed by the DOJ.

**2.10 Transfer Fee to another Contractor outside the GVA**

Should the Contractor require the services of another Process Service firm to serve, serve and file and/or file outside the Lower Mainland, then a transfer fee may be charged.

**2.11 Lost or Damaged**

The Contractor must take all necessary precautions to ensure documents are not lost, and/or damaged while under their care, custody and control.

**2.12 Performance**

Should any service not be completed to the satisfaction of the Project Authority and/or the Contracting Authority, the DOJ, Project Authority and/or the Contracting Authority will notify the Contractor and request corrective measures. Under such circumstances, the DOJ, Project Authority and/or the Contracting Authority will identify in writing any issues associated with the service and outline a timeframe “cure period”, for corrective measures.

**2.13 Meetings**



Meetings to review performance will be held on an annual basis, the meetings will take place at the DOJ office location. If there are performance issues or problems, meetings will be held on an as required basis to address any issues and/or problems.

#### **2.14 Language of Work**

The language of work will be English. All consultations, correspondence, invoicing and reports are to be conducted in English.

#### **2.15 Conflict of Interest**

The Contractor and any of its resources who perform services must not have any conflict of interest. Should the Contractor’s situation change, they are to notify the Standing Offer Authority immediately in writing. Should the Standing Offer Authority in their sole discretion, determine that the Contractor has a conflict of interest; DOJ will have the right to terminate the Contract forthwith or set aside the Standing Offer.



**ANNEX B**

**BASIS OF PAYMENT**

**FOR SERVICES WITHIN THE LOWER MAINLAND (includes Metro Vancouver and the Fraser Valley Regional District).**

**FOR SERVICES OUTSIDE THE LOWER MAINLAND, for any destinations, directly served, by the Contractor, Treasury Board Travel and Living Expenses will also be applicable, in these cases.**

**PRICES are to be FIRM, ALL INCLUSIVE, HST excluded for the period specified:**

| Item No.     | A  | B  | C  | D  |
|--------------|--|--|--|--|
|              | Types of Services Required   | Standing Offer - Year 1 (yyyy-mm-dd) to (yyyy-mm-dd) | 1 <sup>st</sup> Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd) | 2 <sup>nd</sup> Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd) |
| <b>A.1</b>   | <p><b>REGULAR SERVICE - TWO (2) FIRM “DAILY PICK-UPS”</b></p> <p><b>Monday to Friday</b>, including British Columbia Family Day (excluding weekends and Statutory Holidays).</p> <p><b>Pick-up Times:</b> 10:00 hours and 14:00 hours</p> <p><b>From:</b><br/>Department of Justice<br/>840 Howe Street<br/>9<sup>th</sup> Floor, Reception<br/>Vancouver, British Columbia</p> <p><b>And</b><br/>Department of Justice<br/>666 Burrard Street<br/>4<sup>th</sup> Floor, Reception<br/>Vancouver, British Columbia</p> <p style="text-align: right;"><b>Total Weighting for A.1= 40%</b><br/><b>(37.5% for A1.1(a) and (b) plus 2.5% for A1.2 (a) and (b))</b></p> |  |  |  |
| <b>A.1.1</b> | <p><b>INDIVIDUAL SERVICE (Weighting 37.5%)</b><br/>Serve a document or documents on a party/tribunal; “and/or” serve and file a document or documents; “or” file a document or documents. <i>When filing is requested, it must be completed by close of each respective Court’s business hours:</i></p>  | (\$) Per Service                                     | (\$) Per Service   | (\$) Per Service   |
| <b>a)</b>    | <p><b>Regular Service (Same Day)</b> – Pick-up at 10:00 hours – Serve and/or file document within same day as pick-up.</p>   |  |  |  |
|              | i. Serve document  | \$   | \$   | \$   |
|              | ii. Serve and file document  | \$   | \$   | \$   |
|              | iii. File and Service Document   | \$   | \$   | \$   |
|              | iv. File document  | \$   | \$   | \$   |
| <b>b)</b>    | <p><b>Regular Service (Next Day)</b> – Pick-up at 14:00 hours – Serve and/or file document by next business day.</p>   |  |  |  |
|              | i. Serve document  | \$   | \$   | \$   |
|              | ii. Serve and file document  | \$   | \$   | \$   |
|              | iii. File and Service Document   | \$   | \$   | \$   |
|              | iv. File document  | \$   | \$   | \$   |
|              | Sum of Rates <b>A.1.1 a) &amp; b)</b>  | \$   | \$   | \$   |
|              | <b>Weighting 37.5%</b>   | \$   | \$   | \$   |
|              | Total of <b>A.1.1. a) &amp; b)</b><br>(Sum of Weighted Price for Initial & Option Years)   | \$   |  |  |
| <b>A.1.2</b> | <b>*BULK SERVICE (Weighting 2.5%)</b>  | (\$) Firm Lot  | (\$) Firm Lot  | (\$) Firm Lot  |



|           |  | Price | Price | Price |
|-----------|--|-------|-------|-------|
|           | <b>Serve a legal document or documents on a party/tribunal in separate files and/or serve document(s) on additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address; “and/or” serve as previously and file document(s); “or” file document(s). When filing is requested, it must be completed by close of each respective Court’s business hours:</b> |       |       |       |
| <b>a)</b> | <b>Regular Service (Same Day)</b> – Pick-up at 10:00 hours – Serve and/or file document(s) within same day as pick-up.   |       |       |       |
|           | i. Serve document(s)   | \$    | \$    | \$    |
|           | ii. Serve and file document(s)   | \$    | \$    | \$    |
|           | iii. File and Service Document   | \$    | \$    | \$    |
|           | iv. File document(s)   | \$    | \$    | \$    |
| <b>b)</b> | <b>Regular Service (Next Day)</b> – Pick-up at 14:00 hours – Serve and/or file document(s) by next business day.   |       |       |       |
|           | i. Serve document(s)   | \$    | \$    | \$    |
|           | ii. Serve and file document(s)   | \$    | \$    | \$    |
|           | iii. File and Service Document   | \$    | \$    | \$    |
|           | iv. File document(s)   | \$    | \$    | \$    |
|           | <b>Sum of Rates A.1.2 a) &amp; b)</b>  | \$    | \$    | \$    |
|           | <b>Weighting 2.5%</b>  | \$    | \$    | \$    |
|           | <b>Total A.1.2 a) &amp; b)</b><br>(Sum of Weighted Price for Initial & Option Years)   | \$    |       |       |
|           | <b>The total WEIGHTED PRICE for all services listed in A.1 for Standing Offer (Year 1), 1<sup>st</sup> Option (Year 2) and 2<sup>nd</sup> Option (Year 3) is:</b>  | \$    |       |       |

*\*Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, a firm unit cost must be submitted to include all parties and documents served. The lower of Bulk Service rate and regular Individual Service shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.*



| Item No.     | A  | B   | C  | D  |
|--------------|--|---|--|--|
|              | <b>Types of Services Required</b>  | <b>Standing Offer - Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)</b> | <b>1<sup>st</sup> Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)</b> | <b>2<sup>nd</sup> Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd)</b> |
| <b>A.2</b>   | <p><b>ON AN “AS AND WHEN REQUESTED” BASIS</b></p> <p><b>Monday to Friday</b>, including British Columbia Family Day (excluding weekends and Statutory Holidays).<br/> <b>From:</b><br/>           Department of Justice<br/>           840 Howe Street<br/>           9<sup>th</sup> Floor, Reception<br/>           Vancouver, British Columbia<br/> <b>and</b><br/>           Department of Justice<br/>           666 Burrard Street<br/>           4<sup>th</sup> Floor, Reception<br/>           Vancouver, British Columbia</p> <p><b>Total Weighting for A2= 40%</b><br/>           (37.5% for A2.1(a) and (b) 2.5% for A2.2 (a) and (b))</p> |   |  |  |
| <b>A.2.1</b> | <p><b>Individual Service (Weighting 37.5%)</b><br/>           Serve a document or documents on a party/tribunal; “and/or” serve and file a document or documents; “or” file a document or documents <i>When filing is requested, it must be completed by close of each respective Court’s business hours (same day):</i></p>   | <b>(\$) Per Service</b>                                     | <b>(\$) Per Service</b>  | <b>(\$) Per Service</b>  |
| <b>a)</b>    | <b>Regular Service:</b> Completion <b>within 6 hours</b> from request of service:  |   |  |  |
|              | i. Serve document  | \$  | \$   | \$   |
|              | ii. Serve and file document  | \$  | \$   | \$   |
|              | iii. File and Service Document   | \$  | \$   | \$   |
|              | iv. File document  | \$  | \$   | \$   |
| <b>b)</b>    | <b>Rush Service:</b> Completion <b>within 4 hours</b> from request of service:   |   |  |  |
|              | i. Serve document  | \$  | \$   | \$   |
|              | ii. Serve and file document  | \$  | \$   | \$   |
|              | iii. File and Service Document   | \$  | \$   | \$   |
|              | iv. File document  | \$  | \$   | \$   |
| <b>c)</b>    | <b>Urgent Service:</b> Completion <b>within 2 hours</b> from request of service:   |   |  |  |
|              | i. Serve document  | \$  | \$   | \$   |
|              | ii. Serve and file document  | \$  | \$   | \$   |
|              | iii. File and Service Document   | \$  | \$   | \$   |
|              | iv. File document  | \$  | \$   | \$   |
|              | <b>Sum of Rates A.2.1. a), b) &amp; c)</b>   | \$  | \$   | \$   |
|              | <b>Weighted Price - Weighting 37.5%</b>  | \$  | \$   | \$   |
|              | <b>Total A.2.1 a), b) &amp; c)</b><br>(Sum of Weighted Price for Initial & Option Years)   | \$  |  |  |

\* Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, a firm unit cost must be submitted to include all parties and documents served. The lower of Bulk Service rate and regular Individual Service shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

| Item | A | B | C | D |
|------|---|---|---|---|
|------|---|---|---|---|



| No.   | Types of Services Required   | Standing Offer - Year 1<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) | 1 <sup>st</sup> Option<br>Year 2<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) | 2 <sup>nd</sup> Option<br>Year 3<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) |
|-------|--|---|--|--|
| A.2.2 | <p><b>*Bulk Service</b><br/>Serve a legal document or documents on a party/tribunal in separate files and/or serve document(s) on additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address; “and/or” serve as previously and file document(s); “or” file document(s). <i>When filing is requested, it must be completed by close of each respective Court’s business hours (same day):</i><br/>Weighting 2.5%</p> | (\$)<br>Firm Lot Price  | (\$)<br>Firm Lot Price   | (\$)<br>Firm Lot Price   |
| a)    | <b>Regular Service: Completion within 6 hours from request of service:</b>   |   |  |  |
|       | i. Serve document(s)   | \$  | \$   | \$   |
|       | ii. Serve and file document(s)   | \$  | \$   | \$   |
|       | iii. File and Service Document   | \$  | \$   | \$   |
|       | iv. File document(s)   | \$  | \$   | \$   |
| b)    | <b>Rush Service: Completion within 4 hours from request of service:</b>  |   |  |  |
|       | i. Serve document(s)   | \$  | \$   | \$   |
|       | ii. Serve and file document(s)   | \$  | \$   | \$   |
|       | iii. File and Service Document   | \$  | \$   | \$   |
|       | iv. File document(s)   | \$  | \$   | \$   |
| c)    | <b>Urgent Service: Completion within 2 hours, from request of service:</b>   |   |  |  |
|       | i. Serve document(s)   | \$  | \$   | \$   |
|       | ii. Serve and file document(s)   | \$  | \$   | \$   |
|       | iii. File and Service Document   | \$  | \$   | \$   |
|       | iv. File document(s)   | \$  | \$   | \$   |
|       | Sum of Rates <b>A.2.2 a), b) &amp; c)</b>  | \$  | \$   | \$   |
|       | Weighting 2.5%   | \$  | \$   | \$   |
|       | Total <b>A.2.2 a) b) &amp; c)</b><br>(Sum of Weighted Price for Initial & Option Years)  | \$  |  |  |
|       | The <b>TOTAL WEIGHTED PRICE</b> for all services listed in A.2 for Standing Offer (Year 1), 1 <sup>st</sup> Option (Year 2) and 2 <sup>nd</sup> Option (Year 3) is:  | \$  |  |  |



|              | Types of Services Required  | Standing Offer<br>Year 1<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) | 1 <sup>st</sup> Option<br>Year 2<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) | 2 <sup>nd</sup> Option<br>Year 3<br>(yyyy-mm-dd)<br>to<br>(yyyy-mm-dd) |
|--------------|---|--|--|--|
| <b>B.1</b>   | <p><b>BULK TRIBUNAL SERVICE and SERVICE ON the APPLICANT- ONE (1)“DAILY FIRM PICK-UP”</b></p> <p><b>Documents to be sorted and served on the Tribunals listed below at the same time and address, in bulk, and subsequently sorted and served on Applicants either individually or in bulk if at the same time and address. Documents are to be returned within three (3) business days.</b></p> <p><b>Monday to Friday</b>, including British Columbia Family Day (excluding weekends and Statutory Holidays).<br/><b>Pick-up Time: 16:30 hours</b><br/><b>From:</b><br/>Department of Justice<br/>840 Howe Street<br/>9<sup>th</sup> Floor, Reception<br/>Vancouver, British Columbia<br/><b>and</b><br/>Department of Justice<br/>666 Burrard Street<br/>4th Floor, Reception<br/>Vancouver, British Columbia</p> <p style="text-align: right;"><b>Weighting 15%</b></p> |  |  |  |
| <b>B.1.1</b> | <p><b>*Bulk Tribunal Service</b><br/><b>Sort and serve documents on Tribunal(s) in bulk, at the same time and address.</b><br/><b>Locations in the Lower Mainland as follows:</b></p>   | <b>(\$) Firm Lot Price</b>                                     | <b>(\$) Firm Lot Price</b>   | <b>(\$) Firm Lot Price</b>   |
| (1)          | Immigration and Refugee Board (Immigration Appeal Division, Immigration Division, Refugee Protection Division and Refugee Appeal Division)<br>1600 – 300 West Georgia Street, Vancouver, B.C., V6B 6C9  | \$   | \$   | \$   |
| (2)          | Citizenship and Immigration Canada, 1148 Hornby Street, Vancouver, B.C. V6Z 2C3   | \$   | \$   | \$   |
| (3)          | Citizenship and Immigration Canada, 200 – 877 Expo Boulevard, Vancouver, B.C., V6B 8P8  |  |  |  |
| (4)          | Citizenship and Immigration Canada, 914 Yates Street Victoria, B.C., V8V 3M2  |  |  |  |
| (5)          | Citizenship and Immigration Canada, Room 201E - 60 Front Street, Nanaimo, B.C., V9R 5H7   |  |  |  |
| (6)          | Delivery to other locations may be required.  |  |  |  |

*\* A firm unit cost must be submitted to include all documents being served in bulk. The lower of Bulk Service rate and regular Individual Service shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual service.*

|              |   |                            |                            |                            |
|--------------|---|----------------------------|----------------------------|----------------------------|
| <b>B.1.2</b> | <p><b>Service on Applicant</b><br/><b>Sort and serve a document on an Applicant and return within three (3) business days:</b></p>  | <b>(\$) Per Service</b>    | <b>(\$) Per Service</b>    | <b>(\$) Per Service</b>    |
|              | Serve document  |                            |                            |                            |
| <b>B.1.3</b> | <p><b>*Bulk Service on Applicants</b><br/><b>Sort and serve documents on multiple Applicants in bulk, at the same time and address in same or separate files and return within three (3) business days:</b></p> | <b>(\$) Firm Lot Price</b> | <b>(\$) Firm Lot Price</b> | <b>(\$) Firm Lot Price</b> |



|  |  |    |    |    |
|--|--|----|----|----|
|  | Serve document(s)  | \$ | \$ | \$ |
|  | Sum of Rates <b>B.1.1, B.1.2 &amp; B.1.3</b>   | \$ | \$ | \$ |
|  | Weighting 15%  | \$ | \$ | \$ |
|  | Total for <b>B.1.1, B.1.2 &amp; B.1.3</b><br>(Sum of Weighted Price for Initial & Option Years)                | \$ |    |    |
|  | <b>The total weighted price for all services listed in B.1 for Year 1, Option Year 1 and Option Year 2 is:</b> | \$ |    |    |

\* A firm unit cost must be submitted to include all documents being served in bulk. The lower of Bulk Service rate and regular Individual Service shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

| Item No.   | A  | B  | C  | D  |
|------------|--|--|--|--|
|            | Types of Services Required   | Standing Offer - Year 1 (yyyy-mm-dd) to (yyyy-mm-dd) | 1 <sup>st</sup> Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd) | 2 <sup>nd</sup> Option Year 3 (yyyy-mm-dd) to (yyyy-mm-dd) |
| <b>C.</b>  | <b>ADDITIONAL SERVICES/FEEES</b> Weighting 5%  |  |  |  |
| <b>C.1</b> | <b>Additional Attempt(s) (including Affidavit of Attempted Service)</b>  |  |  |  |
|            | <b>Additional attempt(s) for services stated in A and B above.</b> Up to a total of two (2) additional attempts to serve will be made unless instructed otherwise in a Department of Justice 942J, Call-up Against a Standing Offer (the following attempts do not include the original serve).                        | \$ Per Attempt                                       | \$ Per Attempt   | \$ Per Attempt   |
|            | i. <b>2<sup>st</sup> Attempt:</b>  |  |  |  |
|            | ii. <b>3<sup>rd</sup> Attempt:</b>   |  |  |  |
|            | iii. <b>4 or more Attempts</b> must be authorized by the Project Authority or Authorized Representative.   |  |  |  |
| <b>C.2</b> | <b>Administration Fees</b>   | <b>(\$ Per Transaction</b>                           | <b>(\$ Per Transaction</b>                                 | <b>(\$ Per Transaction</b>                                 |
|            | An administration fee per transaction for disbursements made by cheque by the Contractor on behalf of the DOJ for Court filing fees, for conduct money made payable to witness that must accompany a served subpoena, for transcript fees and other services.  | \$ _____ / Transaction                               | \$ _____ / Transaction                                     | \$ _____ / Transaction                                     |
| <b>C.3</b> | <b>Return of Documents Same Day: (on an “as requested basis”)</b>  | <b>(\$ Per Service</b>                               | <b>(\$ Per Service</b>                                     | <b>(\$ Per Service</b>                                     |
|            | <b>Returning document(s) to:</b><br><b>Department of Justice:</b><br>840 Howe Street<br>9 <sup>th</sup> Floor, Reception and/or 5 <sup>th</sup> Floor, Mail Room<br>VANCOUVER, British Columbia<br><b>and/or</b><br>Department of Justice<br>666 Burrard Street<br>4th Floor, Reception<br>Vancouver, British Columbia |  |  |  |
|            | Same Day Return of Document(s)   |  |  |  |
| <b>C.4</b> | <b>Transfer Fees:</b>  | <b>\$ Per Transfer</b>                               | <b>\$ Per Transfer</b>                                     | <b>\$ Per Transfer</b>                                     |
|            | Contractor’s transfer fees for making arrangements with other Process Serving Companies, to provide services outside the Lower Mainland.   | \$ _____ per transfer                                | \$ _____ per transfer                                      | \$ _____ per transfer                                      |
| <b>C.5</b> | <b>Miscellaneous Services:</b>   | <b>(\$ Hourly Rate</b>                               | <b>(\$ Hourly Rate</b>                                     | <b>(\$ Hourly Rate</b>                                     |
|            | Issuing originating documents, obtaining a signature on Court Orders, obtaining information and/or obtaining   | \$ _____ per hour                                    | \$ _____ per hour  | \$ _____ per hour  |



|  |  |    |    |    |
|--|--|----|----|----|
|  | copies of documents from Court.  |    |    |    |
|  | Sum of Rates <b>C.1, C.2, C.3, C.4 &amp; C.5</b>   | \$ | \$ | \$ |
|  | <b>Weighting 5%</b>  | \$ | \$ | \$ |
|  | Total for <b>C.1, C.2, C.3, C.4 &amp; C.5</b><br>(Sum of Weighted Price for Initial & Option Years)  | \$ |    |    |
|  | <b>The total weighted price for all services listed in C for Year 1, Option Year 1 and Option Year 2 is:</b>   | \$ |    |    |
|  | <b>THE TOTAL WEIGHTED PRICE FOR ALL SERVICES LISTED IN A.1, A.2, B.1 AND C, FOR STANDING OFFER (YEAR 1), 1<sup>ST</sup> OPTION (YEAR 2) AND 2<sup>ND</sup> OPTION (YEAR 3) IS:</b> | \$ |    |    |



**Annex B**

**BASIS OF PAYMENT**

**PROCESS SERVER SERVICES OUTSIDE THE LOWER MAINLAND PROVIDED BY THE CONTRACTOR**

**Travel and Living expenses Outside of the Lower Mainland only:**

There is no travel and living allowance payable to the Contractor within the Lower Mainland, which includes Metro Vancouver and the Fraser Valley Regional District.

However, should travel be required outside the Lower Mainland, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B and C of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority or Authorized Representative. All payments are subject to government audit.

**PROCESS SERVER SERVICES OUTSIDE THE LOWER MAINLAND PROVIDED BY A SUB-CONTRACTOR**

For destinations, requested and authorized by the Project Authority or Authorized Representative, **outside** the Lower Mainland, not served directly by the Contractor, it is the Contractor's responsibility to make arrangements with Process Serving firms to serve and/or file legal documents to an individual(s), legal representatives and/or corporations on an "as and when" requested basis.

For these requirements, the Contractor will have to make arrangements to have these legal documents delivered, by a courier, to the Process Serving firms, who will in turn serve and/or file these legal documents.

**Other Direct Costs Related to Process Serving Expenses outside the Lower Mainland only:**

Any costs invoiced, for the service described below, will be reimbursed at cost provided support documentation (original receipts) are included with the invoices. No allowance for overhead or profit will be permitted. Charges may include the following:

- i. Process Servers fees for serving;
- ii. Courier charges to deliver the documents, if applicable;
- iii. Phone charges, if applicable;
- iv. Filing legal document fees, if applicable;
- v. Photocopies; and
- vi. Facsimile Services.



**Annex C**

**Standing Offer Reports**

| Standing Offer No. |   | Reporting Quarter Period |          | Standing Offer Authority |  |
|--------------------|---|--------------------------|----------|--------------------------|--|
| Call-up No.        |   | Amendment No.            |          |                          |  |
| Date of Call-up    |   | Call-up Period           |          | Value of Call-up         |  |
| Item No.           | Description of Services (as identified in the Basis of Payment) | Prices                   | Quantity | Total Price per Item No. |  |
| <b>A.1.1</b>       | <b>Individual Service</b>                                       | <b>Per Service</b>       |          |                          |  |
| a)                 | <i>Regular Service (Same Day)</i>                               |                          |          |                          |  |
|                    | i. Serve document   | \$                       |          | \$                       |  |
|                    | ii. Serve and file document                                     | \$                       |          | \$                       |  |
|                    | iii. File document  | \$                       |          | \$                       |  |
| b)                 | <i>Regular Service Next Day:</i>                                |                          |          |                          |  |
|                    | i. Serve document   | \$                       |          | \$                       |  |
|                    | ii. Serve and file document                                     | \$                       |          | \$                       |  |
|                    | iii. File document  | \$                       |          | \$                       |  |
| <b>A.1.2</b>       | <b>Bulk Service –</b>   | <b>Firm Lot Price</b>    |          |                          |  |
| a)                 | <i>Regular Service Same Day:</i>                                |                          |          |                          |  |
|                    | i. Serve document(s)  | \$                       |          | \$                       |  |
|                    | ii. Serve and file document(s)                                  | \$                       |          | \$                       |  |
|                    | iii. File document(s)   | \$                       |          | \$                       |  |
| b)                 | <i>Regular Service Next Day:</i>                                |                          |          |                          |  |
|                    | i. Serve document(s)  | \$                       |          | \$                       |  |
|                    | ii. Serve and file document(s)                                  | \$                       |          | \$                       |  |
|                    | iii. File document(s)   | \$                       |          | \$                       |  |
| <b>A.2.1</b>       | <b>Individual Service</b>                                       | <b>Per Service</b>       |          |                          |  |
| a)                 | <i>Regular Service:</i>   |                          |          |                          |  |
|                    | i. Serve document   | \$                       |          | \$                       |  |
|                    | ii. Serve and file document                                     | \$                       |          | \$                       |  |
|                    | iii. File document  | \$                       |          | \$                       |  |
| b)                 | <i>Rush Service:</i>  |                          |          |                          |  |
|                    | i. Serve document   | \$                       |          | \$                       |  |
|                    | ii. Serve and file document                                     | \$                       |          | \$                       |  |
|                    | iii. File document  | \$                       |          | \$                       |  |
| c)                 | <i>Urgent Service:</i>  |                          |          |                          |  |
|                    | i. Serve document   | \$                       |          | \$                       |  |
|                    | ii. Serve and file document                                     | \$                       |          | \$                       |  |
|                    | iii. File document  | \$                       |          | \$                       |  |



**Annex C**

**Standing Offer Reports**

| <b>Item No.</b> | <b>Description of Services (as identified in the Basis of Payment)</b> | <b>Prices</b>         | <b>Quantity</b> | <b>Total Price per Item No.</b> |
|-----------------|--|-----------------------|-----------------|---------------------------------|
| <b>A.2.2</b>    | <b>Bulk Service –</b>  | <b>Firm Lot Price</b> |                 |                                 |
| a)              | <i>Regular Service:</i>  |                       |                 |                                 |
|                 | i. Serve document(s)   | \$                    |                 | \$                              |
|                 | ii. Serve and file document(s)   | \$                    |                 | \$                              |
|                 | iii. File document(s)  | \$                    |                 | \$                              |
| b)              | <i>Rush Service:</i>   |                       |                 |                                 |
|                 | i. Serve document(s)   | \$                    |                 | \$                              |
|                 | ii. Serve and file document(s)   | \$                    |                 | \$                              |
|                 | iii. File document(s)  | \$                    |                 | \$                              |
| c)              | <i>Urgent Service:</i>   |                       |                 |                                 |
|                 | i. Serve document(s)   | \$                    |                 | \$                              |
|                 | ii. Serve and file document(s)   | \$                    |                 | \$                              |
|                 | iii. File document(s)  | \$                    |                 | \$                              |
| <b>B.1.1</b>    | <b>Bulk Tribunal Service -</b>   | <b>Firm Lot Price</b> |                 |                                 |
|                 | Provide address  | \$                    |                 | \$                              |
| <b>B.1.2</b>    | <b>Serve on Applicant -</b>  | <b>Per Service</b>    |                 |                                 |
|                 | Serve document   | \$                    |                 | \$                              |
| <b>B.1.3</b>    | <b>Bulk Service on Applicants -</b>                                    | <b>Firm Lot Price</b> |                 |                                 |
|                 | Service document(s)  | \$                    |                 | \$                              |



**Annex C**

**Standing Offer Reports**

| Item No.   | Description of Services (as identified in the Basis of Payment)  | Prices                 | Quantity | Total Price per Item No. |
|--|--|------------------------|----------|--------------------------|
| <b>C.1</b>   | <b>Additional attempt(s) -</b>   | <b>Per Attempt</b>     |          |                          |
|  | i. 2 <sup>nd</sup> Attempt   | \$                     |          | \$                       |
|  | ii. 3 <sup>rd</sup> Attempt  | \$                     |          | \$                       |
|  | iii. 4 or more Attempts  | \$                     |          | \$                       |
| <b>C.2</b>   | <b>Administration Fees</b>   | <b>Per Transaction</b> |          |                          |
|  |  | \$                     |          | \$                       |
| <b>C.3</b>   | <b>Return of Documents Same Day</b>  | <b>Per Service</b>     |          |                          |
|  |  | \$                     |          | \$                       |
| <b>C.4</b>   | <b>Transfer Fees</b>   | <b>Per Transfer</b>    |          |                          |
|  |  | \$                     |          | \$                       |
| <b>C.5</b>   | <b>Miscellaneous Services</b>  | <b>Per Hour</b>        |          |                          |
|  | Issuing originating documents, obtaining a signature on Court Orders, obtaining information and/or obtaining copies of documents from Court. | \$ _____ /<br>hour     |          | \$                       |
|  | <b>Sub-Total:</b>  | \$                     |          | \$                       |
|  | <b>Plus GST/HST Total:</b>   | \$                     |          | \$                       |
|  | <b>Grand Total (including GST/HST):</b>  | \$                     |          | \$                       |
| <b>Name of Contractor</b>  |  |                        |          |                          |
| <b>Contractor’s address</b>  |  |                        |          |                          |
| <b>Contractor’s authorized signatory</b><br><i>We certify that the information in this report is accurate and complete</i> |  |                        |          |                          |
| <b>Name (print)</b>  |  | <b>Title</b>           |          |                          |
| <b>Signature</b>   |  | <b>Date</b>            |          |                          |



**Annex D**

**Insurance Requirements**

**1. Commercial General Liability Insurance**

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



**Annex D**

**Insurance Requirements**

**2. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



Annex E

Firm Organization’s Profile and Subcontractors

1.0 Firm Organization’s Profile

You are requested to provide the certificate of incorporation and provide the information listed below:

Legal Corporate Name of the Offeror: \_\_\_\_\_
Operating as: (if applicable) \_\_\_\_\_
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_
E-Mail Address: \_\_\_\_\_

Complete Address:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Registered or Incorporated: Federally: Yes \_\_\_ No \_\_\_ Provincially: Yes \_\_\_ No \_\_\_

Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporate Entity \_\_\_

Business Number \_\_\_\_\_
Procurement Business Number: \_\_\_\_\_
Owner(s) of the Firm: \_\_\_\_\_

2.0 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Offeror MUST provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

\_\_\_\_\_ Yes, Subcontractors will be used. See list below.
\_\_\_\_\_ No, Subcontractors will not be used.

Subcontractors:

Table with 3 columns: Name/Company, Address, Description of work. Includes four rows of blank lines for data entry.



**ANNEX F**

**NON-DISCLOSURE AGREEMENT**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will comply and sign the following Non-disclosure Agreement prior to being awarded the Standing Offer. Furthermore, any future resources will comply and will be bound to these conditions:

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Department of Justice in connection with the Work, pursuant to Standing Offer No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Department of Justice, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Offeror as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Department of Justice on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Department of Justice, to prevent the disclosure of or access to such information in contravention of this agreement. I also acknowledge that any information provided to the Offeror by or on behalf of Department of Justice must be used solely for the purpose of the Standing Offer and must remain the property of Department of Justice Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Standing Offer No: xxxxx.

\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date