



RETURN BIDS TO:

**RETOURNER LES
SOUSSIONS À:**

Department of Justice

Attention: Isabelle Legault
Contracting Officer
EMB Room 1257
284 Wellington Street
Ottawa, Ontario K1A 0H8
Téléphone : 613-952-2243 or Bids receiving
Cellulaire : 613-724-1521

**REQUEST FOR STANDING OFFERS
DEMANDE D'OFFRE À COMMANDES**

Proposal To: Department of Justice

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

Proposition aux: Ministère de la Justice

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

Comments - Commentaires

Instructions : See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution

Department of Justice
Attention: Isabelle Legault
Contracting and Materiel Division
EMB 1257
284 Wellington Street
Ottawa, Ontario K1A 0H8

Title – Sujet Preparation and production of appeal books, facta/memoranda and books of authorities	
Solicitation No. – N° de l'invitation 1000013817	Date February 13th, 2014
Client Reference No. – N° référence du client 1000013817	
GETS Reference No. – N° de reference de SEAG	
File No. – N° de dossier 1000013817	CCC No. / N° CCC- FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – March 25th, 2014	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Department of Justice Contracting and Materiel Division Attention : Isabelle Legault Email: isabelle.legault@justice.gc.ca	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 613-952-2243	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

<u>Delivery required - Livraison exigée</u> See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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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 6 There is no Security associated with this requirement.
- Part 5 Certifications: includes the certifications to be provided;
- 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 (Annex A) the Financial Offer (Annex B), Reference Letter (Annex C), Federal Contractors Program for Employment Equity (Annex D) and Terminology (Annex E).

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). The requirement covered by the bid solicitation of any resulting clauses standing offer agreement may be limited to Canadian goods and/or services.

2. Summary

1.1. The Department of Justice Canada in Quebec Regional Office (QRO) has a requirement for the Preparation and production of appeal books, facts/memoranda and books of authorities for appeals to the Supreme Court of Canada, the Federal Court of Appeal and the Quebec Court of Appeal on an "as and when" requested basis.

2.2 It is intended to issue one (1) Standing Offer from Standing Offer award to March 31, 2015, with the option to extend for three (3) additional one (1) year periods at Canada's discretion. Nothing in the Standing Offer, if awarded, should be construed as an offer of work. Work, if any, will only be assigned via a call-up against the Standing Offer on and if-and when-required basis.

2.3 Call-ups against the Standing Offer will be approved by the Project Authority and the Contracting Authority. Each call-up will identify the work to be performed and the duration of the work.

3. 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.

4. Key Terms

In this Request for Standing Offers (RFSO) the following definitions apply:



Standing Offer (SO):

A standing offer (SO) is an offer from a supplier to Canada that allows Canada to purchase goods and/or services, or a combination of goods and services, as and when requested, during a specific period of time, through the use of a call-up process which incorporates the conditions and pricing of the standing offer.

A standing offer itself is not a contract. A separate contract is formed each time a call-up for the provision of goods and/or services is made against a standing offer. When a call-up is made, it constitutes an unconditional acceptance by Canada of the supplier's offer for the provision, to the extent specified, of the goods and/or services described in the standing offer. Canada's liability is limited to the actual value of the call-ups made by the identified user(s) within the period the standing offer is valid.

Standing Offer Authority:

The person designated as such in the Standing Offer, or by notice to the Supplier, to act as the representative of Canada in the management of the Standing Offer (SO).

Contract Authority:

A User who has received the delegated authority to award contracts.

Project Authority:

The Project Authority for contracts resulting from the Standing Offers will be identified in each Department of Justice Canada Call-ups (942J Call-ups).



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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada for the use of Department of Justice .

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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information
The Department of Justice has determined that any intellectual property right arising from the performance of the work under the contract will vest in Canada, on the following grounds:

- i) the generation of knowledge and information for public dissemination.

2. Submission of Offers

Offers must be submitted only to the Department of Justice (JUS) 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 and by email to the Department of Justice will not be accepted.

3. Former Public Servants

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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.



5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada 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)

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

Canada 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 Offers.

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) 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 the Annex B, Financial Offer. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada 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 _____

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 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.



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 Canada will evaluate the offers.

1.1 Technical evaluation

1.1.1 Mandatory technical criteria

MANDATORY CRITERIA

Mandatory criteria are evaluated on a pass or fail basis. Any Offerer’s proposal which fails to meet any of the mandatory criteria below will be deemed non-responsive and excluded from any further evaluation or assessment. It is the Offeror’s responsibility to ensure that the proposal meets <u>ALL</u> of the mandatory criteria listed below.		
Note to Offeror: Next to each criterion, indicate the corresponding page number(s) of your offer.		
Mandatory Criteria	Page No.	Yes/No
M1. The Offeror must demonstrate that they have a minimum of thirty-six (36) months of experience in the last sixty (60) months in the preparation of facta/memoranda with the federal and/or crown corporation and/or provincial government.		
M2. The Offeror must demonstrate that they have in place the required technology to offer media services records scanned on CD or DVD - PDF with bookmarks & hyperlinks – Direct and immediate access to references cited in a factum (exhibits, testimonies, authorities, other factums); Keyword search; « OCR » Text Recognition.		
M3. The Offeror must demonstrate that they can offer preparation and production services for facta/memoranda in the two official languages (English and French). The Offeror must submit two (2) examples (one example in English and one example in French) of the preparation and production of facta/memoranda.		
M.4 The Offeror must provide three (3) letters of reference from separate client, as required in Annex C. These letters may be from the public, parapublic, institutional, commercial, provincial or industrial field.		

If the Offeror’s experience demonstrated in the evaluation criteria does not meet the government context, the Offeror will be deemed non-compliant for the criteria.

Government definition:

- a) Federal government departments/agencies <http://www.canada.gc.ca/depts/major/depind-eng.html> ;
- b) Crown corporations <http://www.tbs-sct.gc.ca/gov-gouv/rc-cr/links-liens-eng.asp>;
- c) Provincial government and will also accept hospitals, universities and colleges;



1.1.2 Point-rated technical criteria

Offers that meet all the mandatory technical criteria will be evaluated and noted as per the table below.

Offers which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point-rated technical criterion must be addressed separately.

Point-Rated Technical Criteria (R)				
Criteria		Maximum Available Points	Rating Scale	Offeror Response
R1	The Offeror's demonstrated experience, in the last 36 months (three years), in the preparation of facta/memoranda with the federal and/crown corporation and/or provincial government context.	20 points	Less than 36 months = 0 points 37 months to 60 months = 5 points 61 months to 84 months = 10 points 85 months to 108 months = 15 points 109 months + = 20 points	



R2	The Offeror's demonstrated capacity in preparation and production services for facta/memoranda in the two official languages (English and French). The Offeror should submit two (2) examples (one example in English and one example in French) of the preparation and production of facta/memoranda.	40 points	for each of the two examples (one English, one French): a) Example demonstrates knowledge of the rules governing the various courts (5 points) b) Example demonstrates knowledge and quality of the English or French (5 points) c) Format (5 points) d) Bindings (5 points)	
R3	Demonstrated environmental certification. The Offeror should include a copy of their certification in any of the indicated environmental programs.	10 points	No = 0 points Yes = 10 points for demonstrated certification in any of the following: <ul style="list-style-type: none"> • Environmental Choice Program - EcoLogoM Program CCD-041 (Lithographic Printing Services), • Forest Stewardship Council (FSC) Chain-of-Custody Certification(COC), • Sustainable Forestry Initiative (SFI) Chain-of-Custody Certification • Canadian Standards Association Sustainable Forest Management Standards (CSA/SFMS) • Program for the Endorsement of Forest Certifications (PEFC), • ISO 14001 	
TOTAL:		70 points		
Passing mark:		50 points		

1.2 Financial evaluation

Refer to Financial Offer (Annex D).

Only compliant proposals meeting all of the requirements detailed in Step 1.1.1 and 1.1.2 will be considered at this point. Prices submitted will be evaluated to determine the bid evaluation price as defined in Annex D Financial Offer.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities



of the Bidder's proposal shall be changed to reflect the quantities stated in the RFSO (RFSO).

Failure or refusal to provide a price or rate for any item in Financial Offer (Annex D) shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

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

2. Selection method

2.1 Selection method – Minimum Point Rating

2.1.1 To be declared responsive, an offer must:

- a. comply with all the requirements of the Request for Standing Offers (RFSO); and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points;
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

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

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006 (2013-06-01). The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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) 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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

1.3 Additional 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 these required certifications is 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.



1.4 Former Public Servants Certification

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 spending 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" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36 as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Offeror must provide the following information:

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

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,; and
- 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 fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

1.5 Status and Availability of Resources

The Offeror certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its bid, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the 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 Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

1.6 Education and Experience

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

Signature: _____

Date: _____



PART 6 –SECURITY REQUIREMENTS

There is no security associated with this requirement. All of the documents prepared will be made public in the following days when filed with the court.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

There is no security requirement applicable to this standing offer.

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from contract award to March 31, 2015

4.2 Extension of Standing Offer - Option to extend

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to 3 additional 1 year periods, 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, as set out in the Financial 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 30 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:
Isabelle Legault
Contracting Officer
284 Wellington Street, EMB Room1257
Ottawa, Ontario K1A 0H8
Telephone : 613-952-2242
Email: isabelle.legault@justice.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he 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 identified in the call-up against the Standing Offer.

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

5.3 Offeror's Representative

To be determined

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:
The Contracting and Materiel Management Division
The Department of Justice Canada
Financial Services- Floor: 7th
Guy-Favreau Complex 200 René-Lévesque Blvd West East Tower, 9th Floor
Montréal, Quebec
H2Z 1X4

8. Standing offer procedures

The Work to be performed will be on an “if and when requested” basis. Requirements will be identified by the Project Authority.



8.2 For each work request, the Project Authority or Contract Authority will contact the Offeror and provide details of the request, identifying the specific services required and the dates that these services will be required.

8.3 The Offeror will confirm his availability.

8.4 Should the Offeror be unable to provide the requested services for any reason, the Offeror must notify the Project Authority and Contract Authority within one (1) week of being contacted.

8.5 Upon agreement of the terms of the work request, the Offeror will be authorized by the Contract Authority, to proceed with the Work by issuance of a call-up based on the prices in the Offeror's offer, using the JUS 942, Call-up Against a Standing Offer Form. The Offeror must not undertake any of the specified work unless and until a call-up is authorized by the Contract Authority or Standing Offer Authority, as applicable.

8.6 Upon receipt of a call-up, the Offeror will, in writing, acknowledge receipt and confirm acceptance of the call-up, unless the Offeror has any concerns, in which case the Offeror will notify the Project Authority.

8.7 Individual call-ups against the Standing Offer with a value of less than or equal to \$ 25,000 including applicable taxes may be issued by the Contract Authority.

8.8 Individual call-ups against the Standing Offer exceeding \$25,000 (applicable taxes included) will require the approval of the Standing Offer Authority.

If the offeror is unable to perform the required services, Department of Justice reserves the right to have the requested services provided through other means. The offeror must inform the project authority and the contract authority in writing that it is unable to provide the services due to prior commitments. In that case, no request for standing offer will be sent to it until it has informed the Project authority and the Contract Authority in writing that it is able to provide additional services.

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942, Justice Call-up against a Standing Offer.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 25,000 applicable taxes included.

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,200,000 (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 2 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 supplemental general conditions 2006 (2013-06-01)
- e) the general conditions 2035 (2013-06-27), [General Conditions - Services \(Higher Complexity\)](#)
- f) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- g) Annex A, Statement of Work
- h) Annex B, Financial Offer
- i) Annex C, Reference Letter
- j) Annex D, Federal Contractors Program for Employment Equity – Certification
- k) Annex E, Terminology
- l) the Offeror's offer dated _____

13. Certifications

13.1 Compliance

Compliance with the certifications 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 or 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

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 of Quebec.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2013-06-27), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.



Section 13 Interest on Overdue Accounts, de 2035 (2013-06-27), General Conditions –Services Higher Complexity will not apply to payments made by credit cards.

2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information

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 (if applicable)

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B- Financial Offer for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.2 Method of Payments

5.3.1 Single payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

OR

5.3.2 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 credit card MasterCard is accepted for payment only and cannot exceed the limit allowed by the department.

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.

7. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

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

8. SACC manual clauses

9. Federal Contractors Program for Employment Equity –Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

STATEMENT OF WORK

1. Title

Preparation and production of appeal books, facta/memoranda and books of authorities for appeals to the Supreme Court of Canada, the Federal Court of Appeal and the Quebec Court of Appeal.

2. Objective

To provide the Department of Justice with services for the preparation and production of pleadings in compliance with statutory and regulatory requirements on an “as and when” requested basis.

3. Context

Courts require the production of pleadings and documents complying with strict rules within timeframes that are often very short. Court deadlines may vary, but are generally 30 days. During this period, counsel must prepare submissions and send them to clients for comments and review. Then, everything must be approved by various internal committees within the Department, which explains the very short deadline left for a production request to the contractor. The work of preparing and producing appeal books, facta/memoranda and/or other pleadings requires great meticulousness as to their form and content, and access to significant resources for the reproduction, digitization, printing, revision and service of documents.

4. Scope

The work consists in preparing various documents, within a very short timeframe, to the specifications required by the courts and set out in various enactments. Counsel often submits documents to the Contractor one (1) to two (2) days before the end of the deadline imposed by the Court.

5. Tasks/Technical specifications

A) For the preparation of annexes:

- retrieve the file from the Superior Court;
- request court transcription, if applicable;
- review the file and prepare a preliminary list of annexes for approval;
- review and finalize this list with the client;
- digitize and format annexes;
- insert numbering and add headers;
- prepare tables of contents, cover pages and backings; and
- prepare a temporary CD-Rom of those documents to assist the client in drafting the factum/memorandum (if scheduling permits).

B) For the preparation of the factum/memorandum (and/or appeal book):

- carry out formatting;
- prepare the list of authorities;
- research and insert references to annexes;
- proofread factum/memorandum; and
- review and finalize factum/memorandum with the client.

C) For the finalization of work:

- print and bind documents;
- prepare an interactive CD-ROM of all documents with an index, bookmarks, hyperlinks and text recognition;
- use an FTP platform to share electronic documents;
- carry out document delivery, mailing, service and production; and



- send reports and production receipts to the various parties involved.

A), B), and C):

The contractor will email counsel in charge of the file a draft to be approved by the client before it is served and/or filed in the record. This draft may be in MS Word or in PDF and may be either in French, in English or in both official languages. Once the draft is approved by the client, the contractor will provide the client with the final version.

Serve and produce documents to the Court within the prescribed time limit (by bailiff or electronically) according to the agreement with counsel in charge of the file.

6. Requirements

The contractor must respect the following rules of the Court:

Rules of the Supreme Court of Canada:

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-156/index.html>

Rules of the Federal Courts:

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-98-106/index.html>

Rules of the Quebec Court of Appeal in Criminal Matters:

<http://laws.justice.gc.ca/eng/regulations/SI-2006-142/page-1.html>

Rules of the Quebec Court of Appeal in Civil Matters:

http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=3&file=/C_25/C25R14_A.HTM

It is vital that the time limits for production and service be followed as set out in the rules for each court or according to the instructions of counsel in charge of the file. The preparation of appeal books, facta/memoranda and books of authorities requires adherence to the rules imposed by the various courts, great meticulousness and considerable attention to detail. Requirements for the order of pages in volumes and the quality of photocopies must be scrupulously followed and quality-controlled.

It is preferable that the contractor use recycled paper and double-sided printing, whenever possible.

7. Support provided by the client

The client will provide the documentation necessary for the production of documents. The client will also provide the factum/memorandum in sufficient time for revision and correction by the contractor. The client will clearly advise the contractor of the time limits to be respected for production and service.

8. Obligations of the contractor

The contractor is responsible for picking up original documents from the client and returning them to the client. The original documents must be returned in their entirety once the work is completed.

In addition to the requirements set out in the statement of work, the contractor must, in case of doubt as to whether a deliverable will be completed or concern that projected expenses will be exceeded, immediately inform the Project Authority of the situation by telephone and propose solutions.

9. Travel

There is no travel associated with this requirement.



ANNEX B

FINANCIAL OFFER

1.0 The offeror must complete this pricing schedule and include it in its financial bid.

2.0 The rates specified below, when quoted by the offeror include the total estimated cost of all travel and living expenses that may need to be incurred.

		Initial period	Option period 1	Option period 2	Option period 3
		award date to 31-Mar-2015	01-Apr-2015 to 31-Mar-2016	01-Apr-2016 to 31-Mar-2017	01-Apr-2017 to 31-Mar-2018
Financial Limitation of Standing Offer:		\$300,000	\$300,000	\$300,000	\$300,000
Limitation of Individual Call-ups including Applicable Taxes:		\$25,000	\$25,000	\$25,000	\$25,000
Service Rates (materials and labour included, Applicable Taxes extra):		standard" rates	standard" rates	standard" rates	standard" rates
Preparation of Annex		\$/unit	\$/unit	\$/unit	\$/unit
1	Master copy 1	1 page	---- \$	---- \$	---- \$
2	Additional copies	1 page	---- \$	---- \$	---- \$
3	Preparation of factum / memorandum	1 page	---- \$	---- \$	---- \$
4	Rereading of factum / memorandum	1 page	---- \$	---- \$	---- \$
5	Backing and bidding	1 volume	---- \$	---- \$	---- \$
Sub-Total			---- \$	---- \$	---- \$
6	Additional copies after printing	Per page	---- \$	---- \$	---- \$
7	Additional volumes	Per volume	---- \$	---- \$	---- \$
8	Pick-up / Delivery		---- \$	---- \$	---- \$
9	Shipping via courier		---- \$	---- \$	---- \$
10	Total Price (No tax)		---- \$	---- \$	---- \$
11	Tax (GST)		---- \$	---- \$	---- \$
12	Total price with tax		---- \$	---- \$	---- \$

The price must include the following services:

- formatting of pleadings (factum/memorandum, appeal book and others) in accordance with the rules of the various courts
- copy editing and reference research
- drafting of cover pages and tables of contents
- formatting of annexes in accordance with the rules of the various courts
- printing and binding of the specified number of copies
- preparation of a temporary CD-ROM of the documents to assist in drafting the factum/memorandum
- preparation of an interactive CD-ROM of all of the documents with index, bookmarks, hyperlinks and text recognition
- use of an FTP platform for sharing electronic documents
- pick up and delivery

CD-ROM



CD-ROM with interactive links for the entire file
Copies of the CD-ROM for all solicitors of record
At no extra charge

The price does not include the following services:

- service and production costs
- reproduction costs for colour photocopying and plans



LETTER OF REFERENCE FROM VENDOR

This form must be completed and appended to the proposal. As specified in the Request for Proposals, three (3) letters must be provided from separate clients excluding Department of Justice Canada (JUS) and Public Prosecution Service Canada (PPSC).

This form must be completed by a public, parapublic, institutional, commercial or industrial client. The contractor must append this form to the proposal.

[Place] _____, [date] _____, 20XX.

This is to confirm that _____ (name of business)
has carried out work for _____ valued at \$_____ (minimum value of \$15,000 including GST carried out in the same year).

The work conducted by this business was fully satisfactory and in accordance with the contractual terms and conditions, schedule and budget.

Signature of responsible authority

Title of person responsible

Name of the organization

Telephone number



ANNEX D

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with such request by Canada will also render the offer non-responsive, may result in the Standing Offer set-aside, or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).



TERMINOLOGY

Documents juridiques à produire :	Legal Documents to be filed:
Mémoire et annexes	Factum and Schedules
Exposé et annexes	Argument and Schedules
Demande d'autorisation d'appel	Application for Leave to Appeal
Réponse	Response
Réplique	Reply
Recueil condensé	Condensed Book
Dossier d'appel	Appeal Record
Dossier de l'appelant / intimé	Appellant's/Respondent's Record
Recueil de sources / Cahier d'autorités	Book of Authorities
Cahier de pièces	Book of Exhibits
Cahier de procédures	Book of Proceedings
Requête	Motion
Affidavit et annexe	Affidavit and Annexes
Mémoire	Compendium
Et autres documents	And Other Documents

Tribunaux	Tribunals
Cour suprême du Canada	Supreme Court of Canada
Cour d'appel du Québec	Court of Appeal of Quebec
Cour d'appel fédérale	Federal Court of Appeal
Cour fédérale	Federal Court
Cour supérieure du Québec	Superior Court of Quebec
Cour du Québec	Court of Quebec
Tribunal des professions	Tribunal des professions
Chambre civile et criminelle	Civil and Criminal Divisions

Services	Services
Étude de dossiers : Évaluation-conseil du contenu selon le tribunal d'appel	File Review : Setting the contents depending on the appeal court jointly with the client
Mise en page, préparation des index et pages couvertures	Formatting, index and cover page preparation
Recherche de références et préparation de la liste des sources	Reference search and listing of sources
Correction d'épreuves	Proofreading
Livraison, signification et production	Delivery, service and filing
Impression, reliures et onglets	Printing, binding and tabs
Gestion particulière d'instance	Special case management
CD-Rom Interactif	Interactive CD-ROM

Services connexes	Other Services
Transcription de notes sténographiques	Transcription of stenographic notes
Transfert numérique de bandes audio/vidéo	Digital Transfer of audio/video bands
Numérisation de documents et reconnaissance de texte OCR	Document Digitalization and « OCR » Text Recognition
Traduction	Translation
Photocopies	Photocopies