



Department of Justice Canada
Ministère de la Justice Canada
284, rue Wellington Street
Ottawa, Ontario K1A 0H8

**Request for Standing Offers
Demande d'offre à commandes**

Proposal to: Department of Justice Canada (DOJ)

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 therefor.

Proposition à: Justice Canada

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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT — LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

**RETURN BIDS TO:
RETOURNEZ LES PROPOSITIONS À:**

Department of Justice Canada
Ministère de la Justice Canada
284, rue Wellington Street
Ottawa, Ontario K1A 0H8
Main Floor/rez-de-chaussée – Security Guard/gardien

(Security Guard: please call 613-952-2213 upon arrival.)
(gardien: appelez 613-952-2213 à arrivée)

Title — Sujet: PROCESS SERVING SERVICES – DEPARTMENT OF JUSTICE – PROVINCE OF ALBERTA	
Solicitation No. — N° de l'invitation JUS-2014-0001	Date: February 18, 2014

Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At / à: 2:00 p.m. (hours/heures) On / le : April 7, 2014	EST(Eastern Standard Time) / <input type="checkbox"/> HNE (heure normale de l'Est) EDT(Eastern Daylight Saving Time) / <input checked="" type="checkbox"/> HAE (heure avancée de l'Est)
F.O.B. — F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other — Autre: <input type="checkbox"/>	
Address Enquiries to — Adresser toutes questions à: marilyn.gendron@justice.gc.ca	
Telephone No. – No de téléphone: 613-952-2213	FAX No. – No de télécopieur :
Destination - of Goods and or Services: Destination – des biens et ou services : Department of Justice, Province of Alberta	

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. – No de téléphone:	FAX No. – No de télécopieur :

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 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), in the Province of Alberta has a requirement for the provision of process serving services, 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 Edmonton Census Metropolitan Area (ECMA) as detailed in Annex A, the Statement of Work.

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

Call-ups will be issued on a right of first refusal basis, the call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror.

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

The ECMA which includes the cities of Edmonton, Fort Saskatchewan, Leduc, St. Albert, Spruce Grove and Sherwood Park, as defined by Statistics Canada.

All other locations outside the ECMA, within the Province of Alberta.



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

For services outside of the ECMA, 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 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 period for making call-ups against the Standing Offer is from TBD to TBD.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods of (one) 1-year each, 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.

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

Preference will be given to Canadian goods and/or services.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in Part 3, Section IV – Additional Information of the Request for Standing Offers (RFSO).

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

“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).

“Call-up” – is defined when a Standing Offer is issued, and DOJ completes the 942J call up instrument, 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 other legal notice is being served.

“DOJ” – is defined as the Department of Justice

“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.

“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 (2013-06-01), 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 Alberta.



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:

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

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum



payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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 Applicable Taxes.

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/ Not Met
M-1	<p>Firms Experience</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 Alberta.</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"> a) the name of the client organization; b) the Project Authority, name, title, phone number; c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed; d) the start and end date of the work; e) the number of resources provided; f) the volume of documents served and/or filed; and g) a letter of Reference from the client organization/project authority confirming the experience noted in items c) to f) above. 	
Client 1:		
a) Name of the client organization	e) Number of resources provided	
b) Project Authority, name, title, phone no.	f) Volume of documents served and/or filed	
c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed	g) Letter of Reference from the client organization/Project Authority that the Offeror has met the requirement(s) as detailed in c) to f)	
d) Start Date and End Date of the Work <i>(month/year to month/year)</i>		



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

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



Criterion	Description	Met/ Not Met
M-2	<p>Firms Quality Assurance</p> <p>The Offeror must provide in its proposal an 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"> a) qualifications; b) how work is assigned; c) how work is monitored; d) how issues/problems are solved, 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 f) explain how the Offeror’s Supervisor and Process Servers communicate with the Identified Users. 	
a) Qualifications	d) How issues/problems are solved	
b) How work is assigned	e) How the quality and performance of the work by the Process Servers will be maintained throughout the entire duration of the Standing Offer	
c) How work is monitored	f) Explain how the Offeror’s Supervisor and Process Servers communicate with the Identified Users.	



Criterion	Description	Met/ Not Met
M-3	<p>Experience of Personnel - Supervisor</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"> a) the name of the client organization b) the Project Authority name, title, phone number; c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed; d) the start and end date of the work e) the number of Process Servers supervised; and f) the volume of work supervised. 	
a) Name of the client organization	d) Start date and End date of the work <i>(month/year to month/year)</i>	
b) Project Authority, name, title, phone no.	e) Number of Process Servers Supervised	
c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed	f) Volume of work supervised	



Criterion	Description	Met/ Not Met
M-4	<p>Experience of Personnel – Process Servers</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 Alberta.</p> <p>To support the experience, the following information must be provided as a minimum for EACH proposed Process Server:</p> <ul style="list-style-type: none"> a) the name of the client organization b) the Project Authority name, title, phone number; c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed d) the start and end date of the work e) the volume of documents served and/or filed. 	
a) Name of the client organization	d) Start date and End date of the work <i>(month/year to month/year)</i>	
b) Project Authority, name, title, phone no.	e) Volume of documents served and/or filed.	
c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed		
<p>Note: 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 M-4 above.</p> <p>For each proposed Process Server, the above requested information must be provided.</p>		



Criterion	Description	Met/ Not Met
M-5	AFFIDAVIT OF SERVICE (Proof of Service) 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 DOJ resources.	

Criterion	Description	Met/ Not Met
M-6	ELECTRONIC CAPABILITIES The Offeror must have capabilities to allow electronic request submissions which will supply an electronic confirmation through e-mail.	



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 lowest evaluated cost will be determined by adding all prices submitted in Columns B, C, and D, for Year 1, Option Year 1 and Option Year 2, as listed in the Basis of Payment, Annex B, in order to arrive at a total cost for the three year period.

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) 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



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
Prairie Region
Edmonton Office
EPCOR Tower
10423 – 101 Street, Room 300
Edmonton, Alberta T5H 0E7

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
284 Wellington Street
1st 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:

Department of Justice



Prairie Region
Edmonton Office
EPCOR Tower
10423 -101 Street, Room 300
Edmonton, Alberta T5H 0E7

Contact Name: _____
Telephone No.: _____
Facsimile: _____
E-mail address: _____

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

5.3 Offeror's Representative

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, Prairie Region, Edmonton Office, EPCOR Tower, Room 300, 10423 -101 Street, Edmonton, Alberta; and the Contracting and Materiel Management Division, Headquarters, Ottawa, Ontario.

8. Call-up Procedures

Ranking and Methodology for Multiple Standing Offers

Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next



ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

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 \$50,000.00 (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 \$300,000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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 (2013-06-27), 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 _____ (*insert date of offer*), _____ (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended _____." (insert 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

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.

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.

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

Section 17 Interest on Overdue Accounts; of 2035 (2013-06-27) 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

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.

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

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

Each invoice must be supported by:

- a) original invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a) 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.



Statement of Work

1.0 Title

Process Servers – Prairie Region – Province of Alberta

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 Prairie Region 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 Prairie Region 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 Prairie Region is seeking the services of Process Servers to pick-up, sort, issue, serve and file various types of legal documents within the Province of Alberta, 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.

In the past there have been approximately 600 requests for service and/or filing of legal documents on an annual basis. This is historical information only and is not to be used as anticipated volumes under this Standing Offer.

1.2 Area of Coverage

The majority of the work will be undertaken in the Edmonton Census Metropolitan Area (ECMA) which is defined by the cities of Edmonton, Fort Saskatchewan, Leduc, St. Albert, Spruce Grove and Sherwood Park. No mileage is to be charged for work that occurs within the ECMA.

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

For locations, outside the ECMA, 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.



Statement of Work

2.0 Services Required

The DOJ, Prairie Region in the Province of Alberta 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 Prairie Region, on an “as and when requested” basis. The most common requests are for the following Courts and Tribunals: Court of Queen’s Bench of Alberta, Court of Appeal of Alberta and the Provincial Court of Alberta, as well as, the Federal Courts, Tax Courts and various administrative tribunals.

The legal documents to be served may include, but are not limited to, Replies, Statements of Claim, Statements of Defence, Lists/Affidavit 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 ECMA;
 - 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;
 - x. Perform skip searches.

2.1 “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 location is, EPCOR Tower, 10423 – 101 Street, Room 300, Edmonton, Alberta, Monday to Friday, including Alberta Family Day (excluding weekends and statutory holidays).

There are four (4) levels of service:

- Next Day service, completion of services on the next business day from request of service;
- Regular service, completion of services from over four (4) to six (6) hours from request of service;



Annex A

Statement of Work

- 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.

2.2 Additional Services/Instructions

A covering Memo 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 Memo 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.

2.3 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.

2.4 Electronic Capabilities

The Offeror must have capabilities to allow electronic request submissions which will supply an electronic confirmation through e-mail.

2.5 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.



Annex A

Statement of Work

In many cases, the Contractor will be instructed on the requesting Memo 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.

2.6 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.

2.7 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 memo 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.

2.8 Transfer Fee to another Contractor outside the ECMA

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



Annex A

Statement of Work

2.9 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.

2.10 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.

2.11 Meetings

Meetings will be held on an as required basis to address any issues and/or problems.

2.12 Language of Work

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

2.13 Police Check

The Contractor and the Contractor’s own employees, assigned to perform services outlined in the Statement of Work, must have undergone a Police Criminal Record Check and be clear of any criminal convictions. Paperwork confirming that the individuals does not have a criminal record must be kept on file by the Contractor and must be made available to DOJ upon request.

2.14 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 EDMONTON CENSUS METROPOLITAN AREA which includes the cities of Edmonton, Fort Saskatchewan, Leduc, St. Albert, Spruce Grove and Sherwood Park, as defined by Statistics Canada.

FOR SERVICES OUTSIDE THE EDMONTON CENSUS METROPOLITAN AREA, 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
	Services	Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)
A.	ON AN “AS AND WHEN REQUESTED” BASIS Monday to Friday , including Alberta Family Day (excluding weekends and Statutory Holidays). From: Department of Justice 3 rd Floor, EPCOR Tower 10423 – 101 Street Edmonton, Alberta			
A.1	Individual Service 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>			
A.1.1	Serve a document on a Party/Tribunal (1 st Party); “and/or” serve on the 1 st Party and file a document; “or” file a document	(\$) Per Service	(\$) Per Service	(\$) Per Service
a)	Next Day Service: Completion by end of next business day			
	i. Serve document	\$ _____	\$ _____	\$ _____
	ii. Serve and file document	\$ _____	\$ _____	\$ _____
	iii. File document	\$ _____	\$ _____	\$ _____



ANNEX B

BASIS OF PAYMENT

Item No.	A	B	C	D
	Services	Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)
b)	Regular Service: Completion within 6 hours from request of service:			
	i. Serve document	\$ _____	\$ _____	\$ _____
	ii. Serve and file document	\$ _____	\$ _____	\$ _____
	iii. File document	\$ _____	\$ _____	\$ _____
c)	Rush Service: Completion within 4 hours from request of service:	(\$ Per Service)	(\$ Per Service)	(\$ Per Service)
	i. Serve document	\$ _____	\$ _____	\$ _____
	ii. Serve and file document	\$ _____	\$ _____	\$ _____
	iii. File document	\$ _____	\$ _____	\$ _____
d)	Urgent Service: Completion within 2 hours from request of service:	(\$ Per Service)	(\$ Per Service)	(\$ Per Service)
	i. Serve document	\$ _____	\$ _____	\$ _____
	ii. Serve and file document	\$ _____	\$ _____	\$ _____
	iii. File document	\$ _____	\$ _____	\$ _____
B.	ADDITIONAL SERVICES/FEEES			
B.1	Additional Attempt(s) (including Affidavit of Attempted Service)			
	Additional attempt(s) for services stated in A above. Up to a total of two (2) additional attempts to serve will be made unless instructed otherwise in a Memo (the following attempts do not include the original serve).	\$ Per Attempt	\$ Per Attempt	\$ Per Attempt
	i. 2st Attempt:	\$ _____	\$ _____	\$ _____
	ii. 3rd Attempt:	\$ _____	\$ _____	\$ _____
	iii. 4 or more Attempts must be authorized by the Project Authority or Authorized Representative.	\$ _____	\$ _____	\$ _____



BASIS OF PAYMENT

ANNEX B

Item No.	A	B	C	D
	Services	Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 1 (yyyy-mm-dd) to (yyyy-mm-dd)	Option Year 2 (yyyy-mm-dd) to (yyyy-mm-dd)
B.2	Administration Fees	(\$) Per Transaction	(\$) Per Transaction	(\$) Per Transaction
	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.3	Return of Documents Same Day:	(\$) Per Service	(\$) Per Service	(\$) Per Service
	Returning document(s) to: Department of Justice: 3 rd Floor, Epcor Tower 10423 – 101 Street Edmonton, Alberta T5H 0E7			
	Same Day Return of Document(s)	\$ _____	\$ _____	\$ _____
B.4	Transfer Fees:	\$ Per Transfer	\$ Per Transfer	\$ Per Transfer
	Contractor's transfer fees for making arrangements with other Process Serving Companies, to provide services outside the ECMA.	\$ _____	\$ _____	\$ _____
B.5	Miscellaneous Services:	(\$) Hourly Rate	(\$) Hourly Rate	(\$) Hourly Rate
	Issuing originating documents, obtaining a signature on Court Orders, obtaining information and/or obtaining copies of documents from Court and performing skip searches.	\$ _____/ hour	\$ _____/ hour	\$ _____/ hour
	Total price for Year 1, Option Year 1 and Option Year 2:	\$ _____	\$ _____	\$ _____
	The total sum of Year 1, Option Year 1 and Option Year 2:	\$ _____		



Annex B

BASIS OF PAYMENT

PROCESS SERVER SERVICES OUTSIDE THE ECMA PROVIDED BY THE CONTRACTOR

Travel and Living expenses Outside of the ECMA only:

There is no travel and living allowance payable to the Contractor within the ECMA, which includes the cities of Edmonton, Fort Saskatchewan, Leduc, St. Albert, Spruce Grove and Sherwood Park, as defined by Statistics Canada.

However, should travel be required outside the ECMA, 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 ECMA PROVIDED BY A SUB-CONTRACTOR

For destinations, requested and authorized by the Project Authority or Authorized Representative, **outside** the ECMA, 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 ECMA 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 Per Service and/or Per Attempt and/or Per Transaction and/or Per Transfer and/or Hourly Rate	Quantity	Total Price per Item No.	
A.1	Serve a document on a Party/Tribunal (1st Party); “and/or” serve on the 1st Party and file a document; “or” file a document				
a)	Next Day Service: Completion by end of next business day				
	i. Serve document	\$		\$	
	ii. Serve and file document	\$		\$	
	iii. File document	\$		\$	
b)	Regular Service: Completion within 6 hours from request of service				
	i. Serve document	\$		\$	
	ii. Serve and file document	\$		\$	
	iii. File document	\$		\$	
c)	Rush Service: Completion within 4 hours from request of service				
	i. Serve document	\$		\$	
	ii. Serve and file document	\$		\$	
	iii. File document	\$		\$	
d)	Urgent Service: Completion within 2 hours from request of service				
	i. Serve document	\$		\$	
	ii. Serve and file document	\$		\$	
	iii. File document	\$		\$	
B.1	Additional Attempt(s) (including Affidavit of Attempted Service)				
	Additional attempt(s) for services stated in A and B above. Up to a total of two (2) additional attempts to serve will be made unless instructed otherwise in a Memo (the following attempts do not include the original serve).				
	i. 2st Attempt	\$		\$	
	ii. 3rd Attempt	\$		\$	
	iii. 4 or more Attempts must be authorized by the Project Authority or Authorized Representative.	\$		\$	



B.2	Administration Fees			
	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.	\$		\$
B.3	Return of Documents Same Day	\$		\$
B.4	Transfer Fees	\$		\$
	Contractor's transfer fees for making arrangements with other Process Serving Companies, to provide services outside the ECMA.			
B.5	Miscellaneous Services			
	Issuing originating documents, obtaining a signature on Court Orders, obtaining information and/or obtaining copies of documents from Court and performing skip searches.	\$		\$
C.1	Travel and Living Expenses outside ECMA (in accordance with the Treasury Board Travel Directive)	\$		\$
	Sub-Total:	\$		\$
	Plus GST/HST Total:	\$		\$
	Grand Total (including GST/HST):	\$		\$
Name of Contractor				
Contractor's address				
Contractor's authorized signatory <i>We certify that the information in this report is accurate and complete</i>				
Name (print)			Title	
Signature			Date	



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:

Name/Company	Address:	Description of work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Annex F

Non-Disclosure Agreement

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 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