



**RETURN OFFER TO:
RETOURNER L'OFFRE À :**

Department of Justice
Finance and Procurement Branch
attention: Nathalie Lafortune
Senior Contracting and Materiel Officer
Room: EMB 1224, 284, Wellington Street
Ottawa, Ontario K1A 0H8
Bids Receiving Unit: 613-724-1521

Ministère de la Justice
Direction générale, finances et approvisionnement
attention: Nathalie Lafortune
Agente principale des marchés et du matériel
Pièce : EMB 1224, 284, rue Wellington Street
Ottawa, Ontario K1A 0H8
service de réception des soumissions : 613-724-1521

**REQUEST FOR STANDING OFFER (RFSO)
DEMANDE D'OFFRE À COMMANDES (DOC)**

Comments - Commentaires

Offer to the 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.

On behalf of the Offeror, by signing below, I confirm that I have read the entire Request for Standing Offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that:

1. The Offeror considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This offer is valid for the period requested in the RFSO ;
3. All the information provided in the offer is complete, true and accurate; and
4. If the Offeror is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the RFSO.

Offre au 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).

En apposant ma signature ci-après, j'atteste, au nom de l'offrant, que j'ai lu la demande d'offres à commandes (DOC) en entier, y compris les documents incorporés par renvoi dans la DOC et que :

1. l'offrant considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la DOC;
2. cette offre est valide pour la période exigée dans la DOC ;
3. tous les renseignements figurant dans l'offre sont complets, véridiques et exacts; et
4. si un contrat est attribué à l'offrant, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la DOC.

Title – Sujet	
SERVICES FOR QUEBEC JUSTICE PROCESS SERVERS – QUEBEC REGION	
Solicitation No. – N° de l'invitation	Date
20140081	05 September, 2014
Client Reference No. – N° référence du client	
20140081	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Daylight Time (EDT) Heure Avancée de l'Est (HAE)
on – le 15 October, 2014	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
nathalie.lafortune@justice.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
613-946-9219	613-960-4956
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
See herein / Voir aux présentes	

Instructions: See Herein

Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in RFSO)	
Compétence du contrat : Province du Canada choisie par l'offrant et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la DOC)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
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



TABLE OF CONTENTS

TITLE

SERVICES FOR QUEBEC JUSTICE PROCESS SERVERS – QUEBEC REGION

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings
5. Key Terms

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Procedures
9. Call-up Instrument
10. Limitation of Call-ups
11. Financial Limitation



- 12. Priority of Documents
- 13. Certifications
- 14. Applicable Laws
- 15. Replacement of specific individuals

B. RESULTING CONTRACT CLAUSES

- 1. Statement of Work
- 2. Standard Clauses and Conditions
- 3. Term of Contract
- 4. Proactive Disclosure of Contracts with Former Public Servants
- 5. Payment
- 6. Invoicing Instructions
- 7. Insurance
- 8. *SACC Manual* Clauses

List of Annexes:

- Annex A - Statement of Work
- Annex B - Professional Services Request for Quebec Justice Process Server
- Annex C - Basis of Payment
- Annex D - Fees or non taxable disbursements Report
- Annex E - Recipient Electronic Payment Registration Request Form
- Annex F - Standing Offer Quarterly Report
- Annex G - Non-Disclosure Agreement
- Annex H - Firm Organization's Profile and Subcontractors



QUEBEC JUSTICE PROCESS SERVERS SERVICES – QUEBEC REGION

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, 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, Statement of Work, Professional Services Request for Quebec Justice Process Server, Basis of Payment, Fees or non taxable disbursements Report, Security Requirements Checklist, Recipient Electronic Payment Registration Request Form, Standing Offer Quarterly Report, Non-Disclosure Agreement, Firm Organization's Profile and Subcontractors.

2. Summary

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

The DOJ also supports the Attorney General as the chief law officer of the Crown, in terms of both the ongoing operations of government and the provision of legal advice to the Government and federal government departments and agencies. The Department represents the Crown in civil litigation, in certain criminal proceedings and before administrative tribunals. It drafts legislation and responds to the 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.

In this regard, the DOJ's Quebec Regional Office engages in a diverse array of litigation, appearing at all levels of court from provincial courts to the Supreme Court of Canada, as well as the federal courts, tax courts and various administrative tribunals.



The DOJ's Quebec Regional Office (QRO) 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 province of Quebec, on a "Fixed Daily Pick-Up" basis, and on an "as and when requested" basis. The most common requests are for the Tax Court of Canada, the federal courts, provincial courts (Quebec) and the Immigration and Refugee Board.

The legal documents to be served may include, but are not limited to, replies, statements of claim, statements of defence, lists/affidavits of documents, application records, notices of appearance, summons, affidavits, subpoenas and other court documents. All services provided must be in compliance with the applicable rules of court.

A significant volume of legal documents and court documents that must be served and/or filed should vary in size in number, and there may be a rather sizable volume of urgent requests. In the case of one high-volume user, there could be more than forty (40) documents to process in a single day (with most being served at the same place and at the same time). The Offeror will therefore have to ensure that it will be able to respond adequately to requests for the entire QRO within the prescribed timeframes.

The designated user is the Department of Justice for Canada.

The Offeror shall have at least twenty-five (25) available Quebec Justice Process Servers and each shall have at least of two (2) years experience in providing Quebec justice process server services.

The call-ups will be given on the '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 Department of Justice plans to issue two (2) Standing Offers. Ranking and method for multiple standing offers. The call-ups will be made on the 'right of first refusal' basis.

The period for making call-ups against the Standing Offer is from the award date to December 31, 2015.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4), one (1) year periods, from:

- January 1, 2016 to December 31, 2016;
- January 1, 2017 to December 31, 2017;
- January 1, 2018 to December 31, 2018;
- January 1, 2019 to December 31, 2019;

Under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

The Department of Justice (DOJ) reserves the right to cancel at any time the contract, in all or in part, by sending a written notice to the Offeror thirty (30) calendar days.

In the event of such termination, the DOJ will pay only the costs for the accepted by the DOJ and that were provided before the termination date. No other costs resulting from the termination will be paid to the Offeror.



Offerors in receipt of a pension or of a lump sum payment must provide the information requested, as described in article 3 of Part 2 of the Request for Standing Offers.

3. Security Requirement

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

4. Debriefings

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. Coverage Sector

The majority of the services will be provided by judicial districts, which include thirty (30) districts in all. These consist of:

1. Abitibi
2. Alma
3. Athabaska
4. Baie Comeau
5. Beauce
6. Beauharnois
7. Bedford
8. Bonaventure
9. Chicoutimi
10. Drummond
11. Frontenac
12. Gaspé
13. Hull
14. Iberville
15. Joliette
16. Kamouraska
17. Labelle
18. Laval
19. Longueuil
20. Mingan
21. Montmagny
22. Montréal
23. Québec
24. Richelieu
25. Rimouski
26. Rouyn-Noranda
27. Saint-François
28. Saint-Hyacinthe
29. Saint-Maurice
30. Thémiscamingue



6. Key Terms

Standing Offer (SO)

An offer from a supplier to provide goods and/or services to clients at prearranged prices or pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis. A separate contract is entered into each time a call-up is made against a standing offer. When a call-up is made, the terms and conditions are already in place and acceptance by Canada if the supplier's offer is unconditional. Canada's liability is limited to the actual value of the call-ups made within the period specified in the standing offer.

Standing Offer Authority

Means the person designated as such in the standing offer, or by notice to the offeror, to act as the representative of Canada in the management of the standing offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize identified users to make call-ups against the standing offer and to notify the offeror that authority to make call-ups against the standing offer has been given to identified users.

Contracting Authority

The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Technical Authority

The Technical Authority is the representative of the department, agency, or organization for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Designated Users

The Identified Users authorized by the department of Justice Canada to make call-ups against the Standing Offer.

Call-up instrument – 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.

“DOJ” – is defined as the Department of Justice

Offeror

The party that makes the offer. The offer is a proposal made by one party to another to do something, usually accompanied by an expected acceptance, counter-offer, return promise or act. The offer creates a power of acceptance permitting the offeree by accepting the offer to transform the offeror's promise into a contractual obligation. An offer is an essential ingredient for the formation of a contract.



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.

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](#) (2014-06-26) 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: one hundred and twenty (120) days

2. Submission of Offers

Offers must be submitted only to the Department of Justice for Canada (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 PWGSC will not be accepted.

3. Former Public Servant

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

Definitions

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

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

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



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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

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

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

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () NO ()

If so, the Offeror must provide the following information:

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

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

4. 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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.

5.1 **Applicable Laws and Legislations concerning Quebec Justice Process Servers**

[H-4.1: Loi sur les huissiers de justice](#)

[H-4.1,r.2 Règlement sur l'assurance de la responsabilité professionnelle de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.3 Code de déontologie des huissiers de justice](#)

[H-4.1,r.4 Règlement sur le comité d'inspection professionnelle de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.5 Règlement sur le comité de la formation des huissiers de justice](#)

[H-4.1,r.6 Règlement sur la comptabilité en fidéicomis des huissiers de justice et sur le fonds d'indemnisation de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.7 Règlement sur les conditions et modalités de délivrance des permis de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.7.1 Règlement sur le Conseil d'administration et les assemblées générales de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.8 Règlement sur l'exercice de la profession d'huissier de justice en société](#)

[H-4.1,r.9 Règlement sur la formation continue obligatoire des huissiers de justice](#)

[H-4.1,r.10 Règlement sur les modalités d'élection au Conseil d'administration de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.11 Règlement sur les normes d'équivalence pour la délivrance d'un permis de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.12 Règlement sur la procédure de conciliation et d'arbitrage des comptes des huissiers de justice](#)

[H-4.1,r.13 Règlement sur les stages et les cours de perfectionnement de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.14 Tarif d'honoraires et des frais de transport des huissiers](#)

[H-4.1,r.15 Règlement sur la tenue des dossiers et des études des membres de la Chambre des huissiers de justice du Québec](#)

[H-4.1,r.16 Règlement divisant le territoire du Québec en régions aux fins des élections au Conseil d'administration de la Chambre des huissiers de justice du Québec](#)

[C-25,r.17 Tarif des honoraires exigibles du débiteur pour l'exécution par les huissiers et les avocats d'un jugement aux petites créances](#)



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 copies)

Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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 the "Annex C, Basis of Payment" and include it in its financial bid. This offer must include other costs, other than those fixed in the [Tariff of fees and transportation expenses of bailiffs \(H-4.1, r.14\)](#) and the [2014 Tariff of Professional Fees – R.S.Q. c. C-26, s. 86.0.1, para. 12 \[in French only\]](#). The total amount of applicable taxes must be shown separately.

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 the Department of Justice for Canada will evaluate the offers.

1.1. Technical Evaluation

All offers must be complete and contain all the information requested in the request for proposals to allow the exhaustive evaluation. An evaluation team composed of representatives of the Department of Justice for Canada will evaluate all compliant offers.

1.1.1 Mandatory Technical Criteria

Offers must respond to all mandatory technical criteria specified below. Offerors must provide supporting documentation

Offers that do not meet all the mandatory technical criteria will be declared non compliant. Each point-rated technical criterion must be addressed separately.

MANDATORY TECHNICAL CRITERIA			
Criteria	Description	Page no.	Met / Not Met
M.1	<p>The Offeror and all proposed personnel</p> <p>The Offeror and all proposed personnel must obtain a valid license to practice the profession of a Quebec Justice Process Server, and they must be registered on the list appearing on the Web site of the : Chambre des huissiers de justice du Québec (https://www.huissiersquebec.qc.ca/Recherche-huissiers).</p>		
M.2	<p>Firm's Experience</p> <p>The Offeror must have at least five (5) years experience in providing Quebec justice process server services, and must have provided such services to at least three (3) clients in the last three years.</p> <p>The following information must be provided to justify such experience:</p> <ul style="list-style-type: none"> a. Name of client organization; b. Name, title and phone number of contact person; c. Brief description of services provided; and Start and End Date of work performed. 		



<p>M.3</p>	<p>Experience of Personnel</p> <p>The Offeror must demonstrate that he has a minimum of twenty-five (25) Quebec Justice Process Servers with a minimum of two (2) years experience in providing justice process server services in Quebec.</p> <p>The listing for EACH Proposed Personnel must include the following:</p> <ul style="list-style-type: none"> a. the name of the Process Server; b. the date of the process server's admission to the profession; and c. his or her knowledge of serving processes issuing from any court or tribunal, executing legally binding decisions and performing any other duty delegated to process services by legislation or by a court. 		
<p>M.4</p>	<p>Firms Quality Assurance</p> <p>Provide details on hiring practices for Quebec judicial process servers by outlining the selection process, i.e. qualifications and:</p> <ul style="list-style-type: none"> a. how work is assigned; b. how work is monitored; and c. how issues/problems are solved. 		

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.

Technical proposals will be assessed separately against the evaluation criteria identified below. Point rated criteria not addressed in the bidder's proposal will result in a score of zero being assigned against that particular criterion.



POINT RATED TECHNICAL CRITERIA				
Criterions	Description	Maximum Number of Points	Scale Rate	Score
R.1	<p>Firm's Experience</p> <p>The Offeror must have at least five (5) years experience in provision of serving processes issuing from any court or tribunal, executing legally binding decisions and performing any other duty delegated to process services by legislation or by a court, and must have provided such services to at least three (3) clients in the last three years.</p> <p>The following information must be provided to justify such experience:</p> <ul style="list-style-type: none"> a. Name of client organization; b. Name, title and phone number of contact person; c. Brief description of services provided; and d. Start and End Date of work performed 	50 points	<ul style="list-style-type: none"> a) Has 5 to 10 years experience and provided such services to at least three (3) clients in the last three years (25 points); b) Has 7 to 12 years experience provided such services to at least three (3) clients in the last three years (25 points). 	
R.2	<p>Experience of Personnel</p> <p>The Offeror must demonstrate that he has a minimum of twenty-five (25) Quebec Justice Process Servers with a minimum of two (2) years experience in serving processes issuing from any court or tribunal, executing legally binding decisions and performing any other duty delegated to process services by legislation or by a court.</p> <p>The listing for EACH Proposed Personnel must include the following:</p> <ul style="list-style-type: none"> a. the name of the Process Server; b. the admission date for becoming a Process Server; and c. his or her knowledge of serving processes issuing from any court or tribunal, executing legally binding decisions and performing any other duty delegated to process services by legislation or by a court. 	50 points	<ul style="list-style-type: none"> a. Has 26 to 30 Quebec Justice Process Servers having a minimum of 2 years experience (15 points); b. Has 31 to 35 Quebec Justice Process Servers having a minimum of 2 years experience (30 points); c. Has 36 to 40 Quebec Justice Process Servers having a minimum of 2 years experience (50 points); 	



1.2 Financial Evaluation

The Bidder must complete the Basis of Payment, Annex C, and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The fees and rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a. all travel and living expenses for work performed within the Montreal Metropolitan Region (MMR). The MMR – counts 14 regional municipal counties (RMC), distributed in five administrative regions (Montreal, Laval, Montérégie, Laurentides and Lanaudière), among which two population sectors (Montreal, Longueuil) as well as two municipalities (Laval and Mirabel). For further details, refer to website: <http://www.metropole.gouv.qc.ca/portrait-region/index.asp>;
- b. any travel expenses for travel between the Contractor's place of business and the DOJ;
- c. any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation; and
- d. all other expenses that the Offeror could charge that are not specified in article 9 of the order [Tarif des honoraires pour la prise et la transcription des dépositions des témoins](http://www.canlii.org/fr/qc/legis/regl/rrq-c-s-33-r-1/derniere/rrq-c-s-33-r-1.html) (<http://www.canlii.org/fr/qc/legis/regl/rrq-c-s-33-r-1/derniere/rrq-c-s-33-r-1.html>).

2. Basis of Selection

2.1 To be declared responsive, an offer must:

- a. comply with all the requirements of the Request for Standing Offers;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

2.2 Offers not meeting (a), (b) and (c) will be declared non-responsive.

2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.

2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3 rd	2 nd

2.8 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer.

The Department of Justice Canada anticipates awarding two (2) standing offers.

The subsequent call-ups will be ascribed following the 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.



PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

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 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 request for proposals.

2. Insurance Requirements

The Offeror 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 Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the Contract.



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

2.1 There is no security requirement associated with this standing offer.

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 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.

3.1 General Conditions

[General Conditions 102 \(2013-10-15\) – Medium to High Complexity – Services](#), apply to and form part of the Standing Offer.

3.2. Standing Offers Reporting

3.2.1 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 “G”. 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
Corporate Headquarters, Finance and Procurement Branch
Contracting and Materiel Division
284 Wellington Street, Room EMB 1224
Ottawa, ON K1A 0H8

The quarterly reporting periods are defined as follows:

1st quarter: January 1 to March 31;

2nd quarter: April 1 to June 30;

3rd quarter: July 1 to September 30;

4th quarter: October 1 to December 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 the award date to December 31, 2015.

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 four (4), one (1) year periods, from:

- January 1, 2016 to December 31, 2016;
- January 1, 2017 to December 31, 2017;
- January 1, 2018 to December 31, 2018;
- January 1, 2019 to December 31, 2019;

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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4.3 Termination

The Department of Justice (DOJ) reserves the right to cancel at any time the contract, in all or in part, by sending a written notice to the Offeror thirty (30) calendar days.

In the case of such termination, the DOJ will pay only the costs for the accepted by the DOJ and that were provided before the termination date. No other costs resulting from the termination will be paid to the Offeror.

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
 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 Technical Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Technical 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: ____ - ____ - ____
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 the Department of Justice Standing Offer Authority, Contracting and Materiel Management Division, Headquarters, Ottawa, Ontario;

And/or

Quebec Regional Office for the Department of Justice for Canada, located at:

200, René-Lévesque Boulevard West
9th Floor, East Tower
Guy-Favreau Complex
Montreal, QC H2Z 1X4

Contact Name: _____
Title: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____



8. Call-up Procedures

Ranking method 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.

If no Contractor is capable of performing the work, DOJ reserves the right to obtain the required services otherwise. A Contractor can inform, in writing, the technical authority and the contracting authority that he is not capable of performing the services because of previous commitments. In this case, no call-up against the SO will be sent to him until he informs, in writing, the technical authority and the contracting authority that he is capable of performing additional tasks.

All services will be requested on an as and when required basis.

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.

The Work will be requested using the '*Professional Services Request for Quebec Justice Process Server*' form, Annex B.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (applicable taxes included).

11. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,500,000.00, (*Goods and Services Tax or Harmonized Sales Tax excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

12. Priority of Documents

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



- a. the call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. the general conditions [2005](#) (2014-06-26), General Conditions - Standing Offers -Goods or Services;
- d. the general conditions [102](#) (2013-10-15), – Medium to High Complexity – Services;
- e. Annex A, Statement of Work;
- f. Annex B, Professional Services Request for Quebec Justice Process Server;
- g. Annex C, Basis of Payment;
- h. Annex D, Professional Fees and/or Non Taxable Disbursements Report;
- i. Annex E, Recipient Electronic Payment Registration Request Form;
- j. Annex F, Standing Offer Quarterly Report;
- k. Annex G, Non-Disclosure Agreement;
- l. Annex H, Firm Organization Profile and Subcontractors; and
- m. 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.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.



2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. 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.



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

[General Conditions 2005 \(2014-06-26\) – Standing Offers – Goods or Services](#) and [General Conditions 102 \(2013-10-15\) – Medium to High Complexity – Services](#), apply to and form part of the Contract.

Section on Interest on Overdue Accounts, of the General Conditions – 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

Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm rates for the recording and transcription services in accordance with Annex C, Basis of Payment. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

For these acts, Quebec justice process servers shall not charge fees or costs other than those fixed in the tariff established by regulation of the Government of Quebec. However, for other types of professional services, process servers may claim professional fees agreed upon in advance in accordance with a suggested tariff adopted by a resolution of the Bureau pursuant to the *Professional Code*.

Process servers may also make purely material ascertainties, excluding any opinion on the factual or legal consequences that may result therefrom; such ascertainties merely have informative value.

The court may, under certain conditions, accept a written statement as testimony (art. 294.1 C.C.P.). A process server's ascertainment is a value-added written statement. Moreover, a judge may, on his or her own initiative, a



certified report (ascertainment) by a competent person designated by the judge (art. 982 C.C.P.). This report is normally done by a Quebec justice process server.

The Offeror will be paid its costs reasonably and properly incurred in the performance of the work, as determined in accordance with Contract Cost Principles 1031-2 following an audit by the Government of Quebec. In addition, a tariff adopted by the government specifies professional fees that process servers are required to claim from their clients or from debtors when they serve a legal document or execute a judgment by means of a writ or warrant (*Tariff of fees and transportation expenses of bailiffs*, c. H-4.1, r. 14), and a tariff adopted by the Chambre des huissiers de justice du Québec, pursuant to the *Professional Code*, states the fair and reasonable fees within the meaning of section 33 of the *Code of ethics of bailiffs* that a process server claims after having agreed upon them with his or her client for professional acts that are not specified in the tariff adopted by the government. It provides compensation for, among other things, an exponential increase in the costs of using a motor vehicle and in general operating costs (2014 Tariff of Professional Fees – R.S.Q. c. C-26, s. 86.0.1, para. 12). The results and findings of the government's audit will be conclusive.

The DOJ requests three (3) types of services from the Offeror: “Fixe Daily Pick-ups”; “Bulk Tribunal Service and Service on the Applicant”; and “As and When Requested Daily Pick-ups” – Urgent Service. For “Bulk Tribunal Service and Service on the Applicant” – One Firm Daily Pick-up, the lower of the Bulk Service rate and the regular Individual Service rate shall apply. For clarity, the Bulk Service rate shall apply only where it results in a lower cost than the cumulative costs of Individual Service.

5.1.1 Return of Documents

Documents must be returned to the DOJ's Quebec Regional Office the next business day, at no charge. However, should the Project Authority or Authorized Representative request same day return of a document, then the Offeror shall be paid the cost of the same day return.

5.1.2 Fees Payable on Behalf of the DOJ

Court Filing Fees, Conduct Fees, Transcript Fees and Other Services Requested.

The Offeror will be responsible for paying 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 Offeror must follow the applicable filing procedures for each court. The court filing fees differ from court to court and are dependent on the type of document. It is up to the Offeror to know the current court filing fees.

When the Offeror is requested to make a cheque payable to a witness, which will be attached to the subpoena being served, the transmittal memo will indicate the name and the cheque amount. The Offeror will be reimbursed by DOJ for the cheque amount payable.

On occasion, the Offeror may be requested to obtain and copy a legal document from a court. Any fees related to such requests, will be reimbursed by the DOJ.

5.1.3 Transfer Fee to Another Contractor Outside the Coverage Sector

Should the Offeror require the services of another process service firm to serve and/or file documents outside the Coverage Sector, then a transfer fee may be charged.

5.2 Limitation of Expenditure

5.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ 1,500,000.00. Customs duties are included and Applicable Taxes are extra.



5.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

5.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

5.2.4 Cost Submission

If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Offeror must submit to the Contracting Authority or the auditor, as applicable, a cost submission, upon completion of the contract or annually for multi-year contracts spanning more than one fiscal year for the Offeror.

The cost submission must contain a breakdown of all applicable cost elements as detailed in the contract and must be signed and certified accurate by the Offeror's senior financial officer, unless stated otherwise in writing.

Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

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 Technical Authority. All payments are subject to government audit.

Other Direct Expenses

Subject to prior approval by the Technical 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.

5.3 Method of Payment

5.3.1 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.



5.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B General Conditions – General Conditions - Professional Services (Medium Complexity) (2014-03-01) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex G, *The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.*

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B General Conditions - Professional Services (Medium Complexity) (2014-03-01) forming part of this Contract will not apply, until the Contractor corrects the matter.

5.5 Payment by Credit Card

The government of Canada acquisition card (credit card) is accepted as method of paiement only and must not go over the authorized departmental limit.

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.

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

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 Clauses and Conditions

All the terms and conditions identified in the standing offer and subsequent call-ups against the standing offer, identified by a number, a date and a title are reproduced in the [Standard Acquisition Clauses and Conditions \(SAAC\) 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>), published by Public Works and Government Services Canada, are part of this standing offer and are an integral component.



ANNEX "A"
STATEMENT OF WORK

1 TITLE

Quebec Justice Process Server Services – Quebec Region

2 OBJECTIVE

The purpose of this procurement is to establish a standing offer (SO) with a contractor to provide Quebec justice process server services for the Department of Justice Canada – Quebec Regional Office. Call-ups against this standing offer will be made on an as-needed basis.

3 BACKGROUND

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

The DOJ also supports the Attorney General as the chief law officer of the Crown, in terms of both the ongoing operations of government and the provision of legal advice to the Government and federal government departments and agencies. The Department represents the Crown in civil litigation, in certain criminal proceedings and before administrative tribunals. It drafts legislation and responds to the 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.

In this regard, the DOJ's Quebec Regional Office engages in a diverse array of litigation, appearing at all levels of court from provincial courts to the Supreme Court of Canada, as well as the federal courts, tax courts and various administrative tribunals.

The DOJ's Quebec Regional Office (QRO) 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 province of Quebec, on a "Fixed Daily Pick-Up" basis, and on an "as and when requested" basis. The most common requests are for the Tax Court of Canada, the federal courts, provincial courts (Quebec) and the Immigration and Refugee Board.

The legal documents to be served may include, but are not limited to, replies, statements of claim, statements of defence, lists/affidavits of documents, application records, notices of appearance, summons, affidavits, subpoenas and other court documents. All services provided must be in compliance with the applicable rules of court.

4 DESCRIPTION OF REQUIREMENT

4.1 Scope

The DOJ's Quebec Regional Office requires process-serving services to pick up, sort and issue legal documents, to serve individuals, legal representatives and/or corporations and to file a number of different types of legal documents, with various courts and tribunals in the Quebec Region, on a "Fixed Daily-Pick-Up" basis, and on an "as and when requested" basis. The most common requests are for the Tax Court of Canada, the federal courts, provincial courts (Quebec) and the Immigration and Refugee Board.



The legal documents to be served may include, but are not limited to, replies, statements of claim, statements of defence, lists/affidavits of documents, application records, notices of appearance, summons, affidavits, subpoenas and other court documents. All services provided must be in compliance with the applicable rules of court.

A significant volume of legal documents and court documents that must be served and/or filed should vary in size in number, and there may be a rather sizable volume of urgent requests. In the case of one high-volume user, there could be more than forty (40) documents to process in a single day (with most being served at the same place and at the same time). The Contractor will therefore have to ensure that it will be able to respond adequately to requests for the entire QRO within the prescribed timeframes.

4.2 Tasks/Detailed Services

The Contractor must serve processes issuing from any court or tribunal, execute binding judicial decisions and perform any other duty delegated to process servers by legislation or by a court.

During the course of litigation, the Quebec Regional Office may need to give legal advice 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. Accordingly, the DOJ's Quebec Regional Office requires the services of process servers that are able to provide timely service to handle urgent and relatively frequent requests to pick up, sort serve and filed various types of legal documents in the Province of Quebec and the Greater Montréal Area (including the Montérégie, Lanaudière and Laurentides regions), in accordance with the applicable legislation and rules of court in the area of service.

4.2.1 The DOJ requires three (3) types of daily services from the Contractor: “Fixed Daily Pick-up”; “Bulk Tribunal Service and Service on the Applicant”; and “As and When Requested” – Urgent Service.

“Fixed Daily Pick-up” – Regular Service

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

The pick-up locations are as follows: 200 René Lévesque Blvd. West, Montréal, Quebec, H2Z 1X4, for the Regulatory Law Directorate, located on the 5th floor; the Tax Litigation Directorate, located on the 7th floor; the Commercial Law Directorate, located on the 5th floor; the Immigration Directorate, located on the 9th floor; and the Mail Room, located on the 5th floor.

There are three **(3) Fixed Daily Pick-Ups**, at 10:00 a.m., 2:00 p.m. and 4:00 p.m., Monday to Friday (excluding weekends and holidays).

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

“Bulk Tribunal Service and Service on the Applicant” – One (1) Fixed Daily Pick-up

The Contractor is required to pick-up documents each day at 4:30 p.m.; sort them; then serve them on various courts and tribunals, in bulk, and on applicants, either individually or in bulk if at the same time and address; and return legal documents within three (3) business days.

The pick-up locations are as follows: 200 René Lévesque Blvd. West, Montréal, Quebec, for the Regulatory Law Directorate, located on the 5th floor; the Tax Litigation Directorate, located on the 7th floor; the Commercial Law Directorate, located on the 5th floor; the Immigration Directorate, located on the 9th floor; and the Mail Room, located on the 5th floor, from Monday to Friday (excluding weekends and holidays).



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

“As and When Requested” – Urgent Service

The Contractor is required to pick-up, sort, issue, serve and file legal documents as and when requested, for urgent requirements.

The pick-up locations are as follows: 200 René Lévesque Blvd. West, Montréal, Quebec, H2Z 1X4, for the Regulatory Law Directorate, located on the 5th floor; the Tax Litigation Directorate, located on the 7th floor; the Commercial Law Directorate, located on the 5th floor; the Immigration Directorate, located on the 9th floor; and the Mail Room, located on the 5th floor.

4.2.2 Business Practices

The following business practices will apply to firm daily pick-ups and bulk services.

The *Professional Services Request for Process Server Services* form (Annex B) will have instructions with respect to the services required, for example, the name, address and type of legal documents to be served, where the documents are to be filed, and the timeframe for the service.

The Contractor will be instructed on the *Professional Services Request for Process Server Services* form 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 or tribunal 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 and tribunals.

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 courts or tribunals.

4.2.3 Return of Documents

Documents must be returned to the DOJ’s Quebec Regional Office the next business day, at no charge. However, should the Project Authority or Authorized Representative request same day return of a document, then the Offeror shall be paid the cost of the same day return.

4.2.4 Proof of Service

The Contractor must provide to the specific Project Authority or Authorized Representative, within the required timeframe, proof that service was effected (this timeframe may be within thirty (30) minutes, if urgent, or twenty-four (24) hours of an order requesting service). The Contractor must prepare an affidavit/report of service, sworn before a person authorized to witness oaths, and send the affidavit to the Project Authority or Authorized Representative within the required timeframe (twenty-four (24) hours after service is completed).

If the Contractor is unsuccessful in serving an individual, legal representative or corporation, the Contractor must complete an affidavit of attempted service.

From time to time, the Contractor will be instructed on the *Professional Services Request for Process Server Services* form to telephone the Project Authority or Authorized Representative to confirm that the documents were served and/or filed by a stated time.



The proof of service or affidavits for the documents served must be returned by the Contractor at the office where the documents were originally picked up.

The DOJ will NOT be responsible for preparing or commissioning affidavits of service or affidavits of attempted service.

4.2.5 Additional Attempts

In rare cases, where the Contractor is unsuccessful in serving a party or parties, the Contractor is to make up to two (2) additional attempts within 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.

4.2.6 Fees Payable on Behalf of the DOJ

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

The Contractor will be responsible for paying 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 transmittal 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 documents from a court or tribunal. Any fees related to such requests will be reimbursed by the DOJ.

4.2.7 Transfer Fee to Another Contractor Outside the Coverage Sector

Should the Contractor require the services of another process service firm to serve and/or file documents outside the Coverage Sector, then a transfer fee may be charged.

4.2.8 Loss or Damage

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

4.2.9 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.

4.2.10 Meetings

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



4.2.11 Criminal Record 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 do not have a criminal record must be kept on file by the Contractor and must be made available to the DOJ upon request.

4.2.12 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, the Contractor is to notify the Standing Offer Authority immediately in writing. Should the Standing Offer Authority, at his or her sole discretion, determine that the Contractor has a conflict of interest, the DOJ will have the right to terminate the Contract forthwith or set aside the Standing Offer.

4.3 Deliverables and Acceptance Criteria

4.3.1 Pick-ups

There are three (3) types of services requested: "Fixed Daily Pick-up"; "Bulk Tribunal Service and Service on the Applicant"; and "As and When Requested" – Urgent Service.

4.3.2 Coverage Sector

The majority of the services will be provided by judicial districts, which include thirty (30) districts in all. These consist of:

1. Abitibi
2. Alma
3. Athabaska
4. Baie Comeau
5. Beauce
6. Beauharnois
7. Bedford
8. Bonaventure
9. Chicoutimi
10. Drummond
11. Frontenac
12. Gaspé
13. Hull
14. Iberville
15. Joliette
16. Kamouraska
17. Labelle
18. Laval
19. Longueuil
20. Mingan
21. Montmagny
22. Montréal
23. Québec
24. Richelieu
25. Rimouski
26. Rouyn-Noranda
27. Saint-François
28. Saint-Hyacinthe
29. Saint-Maurice
30. Thémiscamingue



4.4 Support Provided by Canada

The DOJ will provide documentation within a sufficient timeframe to allow the Contractor to carry out its duties. The DOJ will clearly advise the Contractor of the timeframes to be respected.

4.5 Language Requirements

The language of the work will be French and/or English. All consultations, correspondence, invoicing and reports are to be prepared in French and/or English.

4.6 Constraints

This Request for Standing Offer is for the Department of Justice Canada, Quebec Regional Office only.

4.6.1 Volume of Documents to be Served and/or Filed

A significant volume of legal documents and court documents that must be served and/or filed should vary in size in number, and there may be a rather sizable volume of urgent requests. In the case of one high-volume user, there could be more than forty (40) documents to process in a single day (with most being served at the same place and at the same time). The Contractor will therefore have to ensure that it will be able to respond adequately to requests for the entire QRO within the prescribed timeframes.

4.6.2 Pick-up Location

The pick-up location is as follows: 200 René Lévesque Blvd. West, Montréal, Quebec, for the Regulatory Law Directorate, located on the 5th floor; the Tax Litigation Directorate, located on the 7th floor; the Commercial Law Directorate, located on the 5th floor; the Immigration Directorate, located on the 9th floor; and the Mail Room, located on the 5th floor, from Monday to Friday (excluding weekends and holidays).

4.7 Access to the Client's Facilities

The DOJ will provide the Contractor with an access card for 200 René Lévesque Blvd. West, Montréal, Quebec, for the Regulatory Law Directorate, located on the 5th floor; the Tax Litigation Directorate, located on the 7th floor; the Commercial Law Directorate, located on the 5th floor; the Immigration Directorate, located on the 9th floor; and the Mail Room, located on the 5th floor.



ANNEX "B"

**Professional Services Request
QUEBEC JUSTICE PROCESS SERVER**

Date: _____
File #: _____
Case #: _____
File Name: _____
Originator: _____
Telephone #: _____

Services on and/or Executions :

Today - No later: _____
Tomorrow – No later: _____
At the latest on _____
Regular: _____

Court Work :

Issue Today – No later: _____
Tomorrow – No later: _____
At the latest on: _____
Regular: _____

Produce Today – No Later:

Produce Today – No later: _____
Tomorrow – No later: _____
At the latest on: _____
Regular: _____

Stamp : _____

Abridge time – Today No Later: _____
Abridge time tomorrow: _____

Endorse Today - No Later: _____
Endorse at the latest on: _____
Regular: _____

Confirmation

Fax: _____
Email: _____

Comments: _____



ANNEX "D"
FEEES AND/OR NON-TAXABLES DISBURSEMENTS REPORT

PROFESSIONAL FEES FOR QUEBEC JUSTICE PROCESS SERVERS (January 1st, 2014*)
[Tariff of fees and transportation expenses of bailiffs \(H-4.1, r.14\)](#)

Province de Québec District de Cour No :	<p align="center">Rapport sur les honoraires ou débours non taxables portés à votre compte dans ce dossier</p> <p align="center">Tarif d'honoraires professionnels, article 4, adopté par le Conseil d'administration de la Chambre des huissiers de justice du Québec sous l'autorité du paragraphe 120 de l'article 86.0.1 du Code des professions (L.R.Q., c. C-26)</p>
Partie demanderesse c.	<p>Prenez avis que des honoraires et, le cas échéant, des débours, ont été portés à votre compte pour des services professionnels que nous avons réalisés à votre demande</p> <p align="center">Description des services</p>
Partie défenderesse Honoraires : Débours : (les décrire) Sous-total : TPS No TVQ No Total : Client : (Nom du client) <p align="center">Nom de l'étude Huissier de justice Adresse Nos de téléphone et télécopieur</p>	<ol style="list-style-type: none"> 1. 2. 3. 4. 5. <p>Le total des honoraires et débours de ce rapport s'élève à :</p> <p align="center">Votre ville, date</p> <p align="center">Signature de l'huissier de justice ou du responsable des comptes</p>

i.c. (H-4.1, r.1)
ii Résolution CA2012-1060

* Le tarif d'honoraires professionnels et des frais de transport des huissiers de justice du Québec sont assujetti à une révision annuelle



ANNEX "E"
RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Department of Justice / Ministère de la Justice
Canada / Canada

**RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST**

**DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE**

Protégé B
Protected B

**Guideline on Completing the
Recipient Electronic Payment Registration Request Form**

INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.





Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0		Cheque No. N° de chèque	000000
Pay to the order of Payez à l'ordre de		"Void" <<Nul>>	
_____ \$ _____ _____ Dollars			
"000" "00000"000		Signature 000000"0	
Transit No. N° de la succursale	Bank No. N° de l'institution financière	Account No. N° du compte	

If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with **original signature(s)** to the following address:

Chief, Accounting Services
Room 1263, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: **"To be opened by addressee only".**





ANNEX "G"

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 labeled 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 Canada or a third party, as the case may be.

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

_____.

Signature

Date



ANNEX "H"

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____