

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Public Prosecution Service of Canada Service des poursuites pénales du Canada

ppsc-sppc.acquisitions@ppsc-sppc.gc.ca

Attn: Steeve Lamy

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Prosecution Service of Canada

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

Proposition aux: Service des poursuites pénales du Canada

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

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office - Bureau de distribution

Public Prosecution Service of Canada Service des poursuites pénales du Canada Acquisitions Division 284 Wellington Street Place Bell Centre Ottawa, ON K1A 0H8

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this solicitation.

2. Summary

The Public Prosecution Service of Canada'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 federal courts and, provincial courts.

2.1. Single Contract

Canada is seeking to establish a contract for Quebec Justice Process Servers, as defined in Annex A, Statement of Work, for 4 years, including all options.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

4. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT), it is excluded from the North American Free Trade Agreement (NAFTA) under Annex 1001.1b-2B, R Professional, Administrative and Management Support Services, R116.





PART 2 - BIDDER INSTRUCTIONS

Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andquidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Submission of Bids

Bids must be submitted electronically to Public Prosecution Service of Canada at ppscsppc.acquisitions@ppsc-sppc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Prosecution Service of Canada will not be accepted.

3. **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to ppsc-sppc.acquisitions@ppsc-sppc.gc.ca no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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

4.1 Applicable Laws and Legislations concerning Quebec Justice Process Servers

H-4.1: Court Bailiffs Act

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 of ethics of bailiffs



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- 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 Regulation respecting the committee on training of court bailiffs
- H-4.1,r.6 Regulation respecting trust accounting by bailiffs and the indemnity fund of the Chambre des huissiers de justice du Québec
- H-4.1,r.7.1 Regulation respecting the terms and conditions for the issue of a permit by the Chambre des huissiers de justice du Québec
- H-4.1,r.8 Regulation respecting the practice of the profession of bailiff within a partnership or a joint-stock company
- 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 Regulation respecting equivalence standards for the issue of permits by the Chambre des huissiers de justice du Québec
- H-4.1,r.12 Regulation respecting the conciliation and arbitration procedure for the accounts of court bailiffs
- 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 Tariff of fees and transportation expenses of bailiffs
- 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



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PART 3 - BID PREPARATION INSTRUCTIONS

Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid in electronic format Section II: Financial Bid in electronic format Section III: Certifications in electronic format

Canada requests that bidders follow the format instructions described below in the preparation of their bid::

- use a numbering system that corresponds to the bid solicitation; and
- page numbering must be used on the bottom right of each page of the proposal.

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

Section I: **Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation. Simply repeating the statement contained in the bid solicitation is not sufficient in order to facilitate the evaluation of the bid. Canada requests that bidders address and present topics in the order of the evaluation criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific page number and paragraph where the subject topic has already been addressed.

Section II: **Financial Bid**

Bidders must submit their financial bid in accordance with Annex C, Basis of Payment and include it in its financial bid. This bid must include other costs, other than those fixed in the Tariff of fees and transportation expenses of bailiffs and the 2014 Tariff of Professional Fees

The total amount of Applicable Taxes must be shown separately.

Consider the state of the state

The Bidder is not obligated to accept payment by credit card.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Pricing Schedule.

Payment by Credit Card

| Canada requests that the bidders complete one of the following: |
|---|
| () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices. |
| The following credit card(s) are accepted: |
| () VISA |
| () MasterCard |
| OR COR |
| () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices. |
| |

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.



Bidders should include the following information in their financial bid by completing ANNEX F, VENDOR INFORMATION AND AUTHORIZATION FORM and include it with their bid:

- 1. Their legal name;
- 2. Their Procurement Business Number (PBN); and
- 3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid: and
 - b) any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed per diem rates or firm prices must be in Canadian dollars.

The Bidder's per diem rates in response to this RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Section III: Certifications

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. **Certifications Required with the Bid**

1.1. **Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2. **Former Public Servant**

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

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

| Former Public Serva | าt in Recei | pt of a | Pension |
|---------------------|-------------|---------|---------|
|---------------------|-------------|---------|---------|

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** No ...

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

Work Force Adjustment Directive

| Is the Bidder a FPS who re | eceived a lump sum payme | ent pursuant to the terms | of the Work Force | Adjustment |
|----------------------------|--------------------------|---------------------------|-------------------|------------|
| Directive? Yes No | | · | | • |

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.3. Direct Deposit



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To support the Government of Canada's initiative to switch from payments by cheque to electronic payments by Direct Deposit, effective August 1, 2014, **ALL suppliers must be enrolled for direct deposit**. The Public Prosecution Service of Canada requests that, if you have not already registered for direct deposit, you please complete the Recipient Electronic Payment Registration Request form at Annex G and send the duly completed form along with your bid.

2. Additional Certifications Required with the Bid

The certifications listed below must be completed and submitted with the bid. If any of the required certifications are not completed and submitted as requested, the Contracting Authority will render the bid non-responsive.

2.1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

| Authorized Firm's Signature | Date |
|--|---|
| 2.2. Education and Experience The Bidder certifies that all the information provided in the résur bid, particularly the information pertaining to education, achieved verified by the Bidder to be true and accurate. Furthermore, the by the Bidder for the requirement is capable of performing the W | ments, experience and work history, has been Bidder warrants that every individual proposed |
| Authorized Firm's Signature | Date |





PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration.** The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

| Number | Mandatory Technical Criterion | MET | NOT MET | Cross Reference to Proposal |
|--------|--|-----|------------|-----------------------------------|
| MT1 | Company and all personnel proposed The Bidder and all process servers employed by it must have a valid permit to practice the profession of process server and must appear on the list of process servers appearing on the Web site of the Chambre des huissiers de justice du Québec (https://www.huissiersquebec.qc.ca/Recherchehuissiers). The Bidder must provide with its proposal a copy of the certificate of proposed resources as well as its own. | | | |
| MT2 | Company experience The Bidder must show in its proposal that it has a minimum of five (5) years' experience in providing Quebec justice process server services to at least three (3) different clients over the past three years. The Bidder must provide the following information for a minimum of three (3) clients over the past three (3) years who can confirm the services offered. To support this experience, the following information must be provided: | | | |



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|-----|---|---|---|--|
| | a. the name of the client organization; | | | |
| | b. the name, title and telephone number of | | | |
| | the contact person; | | | |
| | c. a brief description of the services provided; and | | | |
| | d. the start and end dates of the work. | | | |
| | Experience of personnel | | | |
| | The Bidder must show in its proposal that the thirty | | | |
| | (30) proposed process servers have at least two (2) | | | |
| | years' experience in providing Quebec justice process | | | |
| | server services. | | | |
| T00 | 30.70. 30.70. | | | |
| TO3 | The list for EACH proposed personnel member | | | |
| | must include the following information: | | | |
| | | | | |
| | a. the name of the process server; | | | |
| | b. the date of the process server's admission to the | | | |
| | profession; | | | |
| | Offeror quality assurance | | | |
| | | | | |
| | The Bidder must show in its proposal details on | | | |
| | hiring practices for Quebec justice process server | | | |
| TO4 | by outlining the selection process, i.e. qualifications | | | |
| TO4 | and: | | | |
| | | | | |
| | a. how work is assigned; | | | |
| | b. how work is monitored; and | | | |
| | c. how issues/problems are solved. | | | |

1.1.2 Point Rated Technical Criteria

Each Technical Bid that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria table(s). Each point rated technical criterion should be addressed separately.

A score of zero will be awarded for each technical criterion that has not been completed by the bidder.

The following rating scale will be used to evaluate the rated technical criteria for all bids.

MANDATORY RATED (TC)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

| Number | Point Rated Technical Criterion | Bid Preparation Instructions | Weighting (Points) | Cross Reference to Proposal | Number |
|--------|---|--------------------------------------|-----------------------|-----------------------------------|--------|
| RT1 | Company experience | a. has more than 5 | 50 points | | |
| | Beyond the mandatory TO2 criteria, the Bidder must show in its proposal | years' experience (10 points); | | | |



| RT2 | that it has more than five (5) years' experience (5 years minimum) in providing Quebec justice process server services. To support this experience, the following information must be provided: a. the name of the client organization; b. the name, title and telephone number of the contact person; c. a brief description of the services provided; and; d. the start and end dates of the work. Experience of personnel | b. has more than 10 years' experience (20 points). c. has more than 20 years' experience (30 points). d. has more than 30 years' experience (40 points). e. has more than 40 years' experience (50 points). | 50 points | |
|-----|---|---|-----------|--|
| | Beyond the mandatory TO3 criteria, the Bidder must show in its proposal that it has a minimum of thirty (30) proposed process servers have a minimum of two (2) | servers with at least two (2) years' experience (15 points); | | |
| | years' experience in providing Quebec justice process server services. | b. has 36 to 40 process servers with | | |
| | The list for each proposed personnel member must include the following information: | at least two (2) years' experience (30 points); c. has more | | |
| | a. the name of the process server;b. the date of the process server's admission to the profession. | than 40 process servers with at least two (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 PPSC;
- 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. any other fee that the Bidder may charge which is not specified in the <u>Tariff of fees and transportation expenses of bailiffs (H-4.1, r.14)</u> and the <u>2014 Tariff of Professional Fees R.S.Q. c. C-26, s. 86.0.1, para. 12 [in French only].</u>

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

2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

- **2.1** To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.
 - The rating is performed on a scale of 100 points.
- 2.2 Bids not meeting (a) or (b) or (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.
- 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 equal's 135 and the lowest evaluated price is \$45,000 (45).

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

| | | Bidder 1 Bidder 2 Bidder 3 | | Bidder 3 |
|-------------------------|--------------------------|----------------------------|-------------------------|---------------------|
| Overall Technical Score | | 115/135 | 89/135 | 92/135 |
| Bid Evalua | ted 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 |
| Calculations | Pricing Score | 45/55 x 40 = 32.73 | 45/50 x 40 = 36.00 | 45/45 x 40 = 40.00 |
| Combine | d rating | 83.84 | 75.56 | 80.89 |
| Overall | rating | 1 st | 3 rd | 2 nd |





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2.8 A bid must comply with the requirements of the Request for Proposal to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for issuance of a standing offer.





PART 5 - RESULTING CONTRACT CLAUSES

Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

The Contractor must perform the Work in accordance with Annex A, Statement of Work.

3. **Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1. **General Conditions**

2010C (2014-09-25), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

4. **Contract Period**

4.1. **Period of Contract**

The period of the Contract is from date of Contract to June 30th, 2017 inclusive.

4.2. **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1. **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Steeve Lamy **Acquisitions Officer** Title: Address: 284 Wellington Street Place Bell Centre

Ottawa, Ontario K1A 0H8

Telephone: 613-668-5708 Facsimile: 613-941-9398

E-mail address: ppsc-sppc.acquisitions@ppsc-sppc.gc.ca

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.

5.2. **Project Authority**

The Project Authority for the Contract is:

<The Project Authority for the Contract is to be identified at Contract award>



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

The Project Authority is the representative of the department or agency 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 Project Authority; however, the Project 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.

5.3. Technical Authority

The Technical Authority for the Contract is:

<The Technical Authority for the Contract is to be identified at Contract award>

| Name: | |
|-----------------|--|
| Title: | |
| Address: | |
| Telephone: | |
| Facsimile: | |
| E-mail address: | |

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

5.4. Contractor's Representative

<The Contractor's Representative is to be identified by the contractor>

| Name: |
|-----------------|
| Title: |
| Address: |
| Telephone: |
| Facsimile: |
| E-mail address: |
| |

6. Payment

Canada's total liability to the Contractor under the Contract shall not exceed \$_____ (to be inserted at contract award), including all options, travel expenses and all applicable taxes.





6.1. **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 ascertainments, excluding any opinion on the factual or legal consequences that may result therefrom; such ascertainments 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 Supplier 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.

6.1.1 Return of Documents

Documents must be returned to the PPSC'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 Supplier shall be paid the cost of the same day return.

6.1.2 Fees Payable on Behalf of the PPSC

The Supplier will be responsible for paying court filing fees, conduct fees, transcript fees and fees for other services requested. Any such fees will be reimbursed by the PPSC.

With respect to court filing fees, the Supplier 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 Supplier to know the current court filing fees.

6.1.3 Transfer Fee to Another Contractor Outside the Coverage Sector

Should the Supplier 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.





6.1.4 Limitation of Expenditure

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.

6.2 **Ceiling Price**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, plus a fixed fee, as determined in accordance with the Basis of Payment in Annex C, to a ceiling price of . Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

6.2.2. 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.

6.3. **Method of Payment**

6.3.1. 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:

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

6.4 **Payment by Direct Deposit**

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 12 - Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010C (2014-09-25) – General Conditions - Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

6.5 **Payment by Credit Card**

| The credit card | is accepted | d. |
|------------------|-------------|--------------|
| OR | · | |
| The credit cards | and | are accepted |

Invoicing Instructions 7.

7.1. 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.
- 7.2. 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.

8. Certifications

8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

11. 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.

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 Articles of Agreement;
- b) the general conditions 2010C (2014-09-25) General Conditions General Conditions Professional Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex C, Basis Of Payment;
- e) Annex F, Vendor Information and Authorization Form;
- f) the Contractor's bid dated _____.



Sollicitation Number: 1000017659

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 contract 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

3.1. Scope

The Public Prosecution Service of Canada's (PPSC) 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 federal and provincial courts (Quebec).

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 twenty (20) 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.

3.2 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 PPSC'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.

3.2.1. Types of services

There are two (2) types of daily services requested by the PPSC from the Contractor:

"Firm Daily Pick-up"; and

"As and When Requested" - Urgent Service.

3.2.1.1. "Firm Daily Pick-up" - Regular Service

The Contractor is required to pick-up, sort, issue, serve and file legal documents, on a "firm daily" basis.

The pick-up location is: 200 René-Lévesque Blvd. West, 9th floor, East Tower, Montréal, Quebec H2Z 1X4.



There are three (3) firm 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).

3.2.1.2. "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 location is: 200 René-Lévesque Blvd. West, 9th floor, East Tower, Montréal, Quebec H2Z 1X4.

3.2.2. Business Practices

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

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 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.

3.2.3. Return of Documents

Documents must be returned to the PPSC's Quebec Regional Office the next business day, at no charge.

3.2.4. Proof of Service

The Contractor must provide to the specific 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 PPSC will NOT be responsible for preparing or commissioning affidavits of service or affidavits of attempted service.

3.2.5. 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.

3.2.6. Fees Payable on Behalf of the PPSC

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 PPSC. Any such fees will be reimbursed by the PPSC.

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.

3.2.7. 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.

3.2.8. 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.

3.3. **Performance**

Should any service not be completed to the satisfaction of the Project Authority and/or the Contracting Authority, the PPSC, Project Authority and/or the Contracting Authority will notify the Contractor and request corrective measures. Under such circumstances, the PPSC, 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. Coverage Sector

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

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

Support Provided by Canada

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

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.





7. **Constraints**

7.1. 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 twenty (20) 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.





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 C, BASIS OF PAYMENT

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

Tariffs/fees (updated each year on January 1)

Tariff of fees and transportation expenses of bailiffs (H-4.1, r.14)

This 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.

2014 Tariff of Professional Fees — R.S.Q. c. C-26, s. 86.0.1, para. 12 [in French only] (updated each year on January 1)

* The tariffs of fees and transportation expenses of Quebec justice process servers are subject to revision on an annual basis.

| Description | Initial Period From Award Date to June 30, 2017 | Option 1 July 01 2017 to June 30, 2018 | Option 2 July 01 2018 to June 30, 2019 |
|--|---|--|--|
| Other Professional Costs that may be claimed : | | | |
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| SUB-TOTAL | | | |
| GST | | | |
| QST | | | |
| TOTAL | | | |



Sollicitation Number: 1000017659

ANNEX "D" FEES 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 of Quebec District of Court No: | Report of fees and/or non-taxables disbursements paid to your account in this file Tariff of Professional Fees, section 4, adopted by the Conseil d'administration de la Chambre des huissiers de justice du Québec under the authority of paragraph 120 of section 86.0.1 of the <i>Professional Code</i> , R.S.Q. c. C-26) |
|--|---|
| Applicant v. | Please note that fees and, as required, disbursements, were paid to your account for professional services that we made at your request |
| | Description of services |
| Respondent | 1. 2. |
| Fees: Disbursements: (describe them) | 3.4.5. |
| Sub-total : GST No QST No | Total fees and disbursements from this report is: |
| Total : | Your city, date |
| Client : (Name of client) Firm name Process server | Signature of the process server or the person in charge of accounts |
| Address Telephone and fax nos | |

ic. (H-4.1, r.1)

Chambre des huissiers de justice du Québec



ii Resolution CA2012-1060

^{*} The Tariff of Professional Fees and transportation expenses of Quebec bailiffs are subject to annual review



ANNEX F, VENDOR INFORMATION AND AUTHORIZATION FORM

Solicitation Number: 1000017659

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





ANNEX G, RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST



Service des poursuites pénales du Canada RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

Solicitation Number: 1000017659

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from Public Prosecution Services of Canada (PPSC) 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:

- Direct Deposit (DD) Once payments are deposited, PPSC will send the following information by e-mail: amount of payment, date of payment, invoice number, PPSC reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
- 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 PPSC, 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 PPSC, 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 PPSC'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 enrollment 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 PPSC 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 PPSC can send e-mail notices and confirm receipt of payment.

PPSC-SPPC 132e (2012/09)







Solicitation Number: 1000017659



Service des poursuites pénales du Canada RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

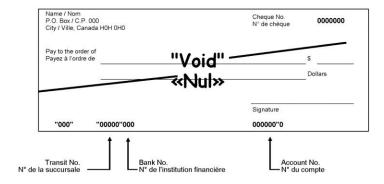
Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

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.



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 PUBLIC PROSECUTION SERVICES OF CANADA ONLY

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

SENDING YOUR REQUEST TO PUBLIC PROSECUTION SERVICES OF CANADA

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

Public Prosecution Services of Canada Financial Accounting 284 Wellington Street Place Bell - 8th Floor Ottawa, ON K1A 0H8

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

PPSC-SPPC 132e (2012/09) p. 2

Canada





Solicitation Number: 1000017659



Service des poursuites pénales du Canada RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

The information is required by Public Prosecution Services of Canada for the purpose of collecting data to permit electronic payments. This information will be protected under the provisions of the Privacy Act. Must be a Canadian recipient holding a bank account in Canadian \$. For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees. IMPORTANT Note that Direct Deposit payments carry no stub information. 1 - TYPE OF REQUEST New request → Direct Deposit (DD) Electronic Data Interchange (EDI) Change → to banking information (provide a new blank cheque) from Direct Deposit (DD) to Electronic Data Interchange (EDI) from Electronic Data Interchange (EDI) to Direct Deposit (DD) Cancel electronic payment and revert to cheques 2 - RECIPIENT INFORMATION AND AUTHORIZATION Name of Organization or Name of Individual (recipient) Address Name of Payment Contact (please print) City Telephone Fax Province E-mail for Payment Notifications (please print) Postal Code Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print) Γelephone l, as an authorized representative of the above mentionned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further Signature Date 3 - BANKING INFORMATION Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information. 2 Financial Institution Number 4 Name(s) of Account Holder(s) Account Number If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below. 5 Financial Institution Name, Address and Telephone Number Financial Institution Stamp 6 Signature of Financial Institution Representative 4 - FOR PUBLIC PROSECUTION SERVICES OF CANADA Name (please print) Vendor Code PROCESSED BY Signature Date

Signature

VERIFIED BY
Payment Method Changed
PPSC-SPPC 132e (2012/09) p. 3

Name (please print)

Canada

Date

