



**RETURN BIDS TO:**  
**RETOURNER LES**  
**SOUSSIONS À:**  
Public Prosecution Service of Canada  
Service des poursuites pénales du Canada  
[ppsc-sppc.acquisitions@ppsc-sppc.gc.ca](mailto:ppsc-sppc.acquisitions@ppsc-sppc.gc.ca)  
Attn: Nathalie Simon

## 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

<b>Title – Sujet</b> STANDING OFFER to prepare facta/memoranda	
<b>Solicitation No. – N° de l’invitation</b> 1000023536	<b>Date</b> June 23, 2017
<b>Solicitation Closes – L’invitation prend fin at – à</b> 2:00PM on / le – July 31, 2017	<b>Time Zone Fuseau horaire</b> Ottawa hours
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à :</b> <a href="mailto:ppsc-sppc.acquisitions@ppsc-sppc.gc.ca">ppsc-sppc.acquisitions@ppsc-sppc.gc.ca</a>	
<b>Telephone No. – N° de téléphone :</b> 613-716-2394	
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> See Herein	
<b>Delivery required - Livraison exigée</b> See Herein	
<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l’entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>	
Name and title of person authorized to sign on behalf of Vendor/firm <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur</b>	
<hr/> <b>(type or print)/ (taper ou écrire en caractères d’imprimerie)</b>	
<hr/> <b>Signature</b>	<hr/> <b>Date</b>



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## **PART 1 – GENERAL INFORMATION**

### **1.1 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 that must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes special requirements that Offerors must satisfy; and
- Part 7            7A, Standing Offers and 7B, Contract Clauses  
  
                      7A, contains the Standing Offer including the Offeror's offer and clauses and applicable conditions;  
  
                      7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

### **1.2 Summary**

The Public Prosecution Service of Canada (PPSC) requires services to prepare and document appeal proceedings, factums/memorandums and books of authorities, on appeal before the Supreme Court of Canada, the Federal Court of Appeal or the Quebec Court of Appeal, complying with legislative and regulatory requirements based on regular requests.

### **1.3 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. Debriefings may be in writing, by telephone or in person.



## PART 2 – OFFEROR INSTRUCTIONS

### 2.1 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>) published 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 (2017-04-27) 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: 60 days

Insert: 90 days

### 2.2 Submission of Offers

The offers must be submitted only to [ppsc-sppc.acquisitions@ppsc-sppc.gc.ca](mailto:ppsc-sppc.acquisitions@ppsc-sppc.gc.ca) 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 PPSC will not be accepted.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after the closing date 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” shall 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 for all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

### 2.4 Applicable Laws

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

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



## **PART 3 – OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

Section I: technical offer, in PDF format  
Section II: financial offer, in PDF format  
Section III: certifications, in PDF format

Prices must appear in the financial offer only. No cost 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.

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of applicable taxes must be shown separately.

#### **Electronic Payment of Invoices – Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments 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 SELECTION METHOD

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Mandatory criteria are evaluated on a pass-or-fail basis. The proposal of any Offeror failing to meet one of the mandatory criteria below shall be deemed non-responsive and will be excluded from any further evaluation or assessment. It is the Offeror’s responsibility to ensure that the proposal meets ALL mandatory criteria listed below.

<b>Note to Offerors:</b> For each criterion, please indicate the corresponding page number(s) in your proposal.		
Mandatory Technical Criteria	Page no.	Yes/No
<b>M1.</b> The Offeror must demonstrate that it has a minimum of 3 years of experience in the last five (5) years in the preparation of facta/memoranda within the federal and/or provincial government.		
<b>M2.</b> The Offeror must provide a plan detailing in clear and precise terms the steps for preparing facta/memoranda within its business, indicating the number of people assigned per team and the minimum period required to finalize facta/memoranda, including serving and filing before the Court.		
<b>M3.</b> The Offeror must demonstrate that it can offer preparation and production services for facta/memoranda in the two official languages (English and French). The Offeror must submit two (2) examples (one example in English and one in French) of the preparation and production of facta/memoranda (excluding the Public Prosecution Service of Canada).		
<b>M4.</b> The Offeror must provide three (3) reference letters from different clients (excluding the Public Prosecution Service of Canada) as required in Annex C. These letters can come from the public, para-public, institutional, commercial, provincial or industrial sectors.		

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection – Mandatory Technical Criteria

An offer must comply with the requirements of the offer solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for award of a contract.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set aside a Standing Offer, or will declare a Contractor in default if any certification 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

Under the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must submit with its offer the required documentation so that the offer is not rejected from the supply process.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Former Public Servant Certification

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

### Definitions

For the purposes of this clause,

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

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

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





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

### Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above?

Yes ( ) No ( )

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

- a. Name of former public servant; and
- 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 the [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Workforce Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Workforce Adjustment Directive?

Yes ( ) No ( )

If so, the Offeror must provide the following information:

- a. Name of former public servant;
- b. Conditions of the lump sum payment incentive;
- c. Date of termination of employment;
- d. Amount of lump sum payment;
- e. Rate of pay on which lump sum payment is based;
- f. Period of lump sum payment including start date, end date and number of weeks;
- g. Number and amount (professional fees) of other contracts subject to the restrictions of a workforce adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a former public servant in receipt of a lump sum payment is \$5,000, including applicable taxes.



### **5.1.2.2 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 replacement 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 being beyond the Offeror's control: death, sickness, maternity or parental leave, retirement, resignation, justified dismissal or cancellation due to breach of contract.

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

### **5.1.2.3 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.

## **PART 6 – SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements for this Offer. All of the documents prepared will be made public in the following days when filed with the court.



## PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work in Annex A.

#### 7.2 Security Requirements

7.2.1 There is no security requirement associated with the Standing Offer.

#### 7.3 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>) published by Public Works and Government Services Canada.

##### 7.3.1 General Conditions

2005 (2016-04-04), General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

#### 7.4 Standing Offer Authority

##### 7.4.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from the date of award to August 31, 2018. The maximum budget for this period is \$60,000 including applicable taxes.

##### 7.4.2 Extension of the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) optional one (1) year periods under the same conditions and at the prices specified in the Standing Offer.

Option 1: September 1, 2018 to August 31, 2019 (maximum budget of \$60,000 including taxes)

Option 2: September 1, 2019 to August 31, 2020 (maximum budget of \$60,000 including taxes)

Option 3: September 1, 2020 to August 31, 2021 (maximum budget of \$60,000 including taxes)

Option 4: September 1, 2021 to August 31, 2022 (maximum budget of \$60,000 including taxes)

The Offeror will be notified of the decision to authorize the use of the Standing Offer for an extended period – a Standing Offer review will then be issued by the Standing Offer Authority.



## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nathalie Simon  
Title: Acquisitions Officer  
Address: 160 Elgin, 12th floor  
Ottawa, Ontario K1A 0H8  
Tel.: 613-716-2394  
E-mail: nathalie.simon@ppsc-sppc.gc.ca

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### 7.5.3 Offeror's Representative

To be determined

## 7.6 Identified Users

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

- Contracting and Material Management Division
- Public Prosecution Services Canada  
160 Elgin, 12th floor  
Place Bell  
Ottawa, Ontario K1A 0H8

## 7.7 Call-up Procedure

### 7.7.1 Ranking and methodology for 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 a "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the Identified User is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942.



## 7.9 Limitation of Call-ups

Individual call-ups against this Standing Offer must not exceed \$25,000.00 (applicable taxes included).

## 7.10 Priority of Documents

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

- (a) The call-up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) General conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Supplier's Letter or Reference;
- (g) Annex D, Electronic Payments Instruments;
- (h) The Offeror's Offer, dated...

## 7.11 Certifications and Additional Information

### 7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to the issuance of the Standing Offer (SO) and the ongoing co-operation in providing additional information are conditions of the issuance of the SO, and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 7.12 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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 Payment**

#### **7.4.1 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$60,000. Applicable taxes are extra.
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.
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.



## 7.5 Method of Payment

### 7.5.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

## 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" in the General Conditions. Claims cannot be submitted until all work identified in the claim is completed. Each invoice must be supported by:
  - a. A copy of time sheets to support the time claimed;
  - b. A copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

- PPSC  
Guy Favreau Complex  
200 René-Lévesque Blvd. West, East Tower, 9<sup>th</sup> floor  
Montreal, Quebec H2Z 1X4

## 7.7 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28), Insurance

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE shall remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the [FCP Limited Eligibility to Bid List](#). If ESDC imposes such a sanction, the Contractor shall be deemed in default of the terms of the Contract.



## ANNEX A

### STATEMENT OF WORK

#### 1. Title

Prepare and document appeal proceedings, facta/memoranda and books of authorities, on appeal before the Supreme Court of Canada, the Federal Court of Appeal or the Quebec Court of Appeal.

#### 2. Purpose

The Public Prosecution Service of Canada (PPSC) requires services to prepare appeal proceedings, complying with legislative and regulatory requirements based on regular requests.

#### 3. Context

The courts require the preparation of proceedings and documents that comply with strict rules, often under very tight deadlines. Court deadlines can vary, but they are generally within 30 days. During this period, lawyers must prepare their arguments and submit them to their clients for comments and review. Everything must then be approved by various internal committees within the Public Prosecution Service of Canada, which is why the preparation deadlines are so short for the Contractor. The preparation and documenting of appeal cases, facta/memoranda and/or other proceedings is work that demands a great deal of thoroughness in terms of the format and content, as well as access to important resources in terms of reprography, digitization, printing, revision and service.

#### 4. Scope

The Work involves preparing, within a very short timeframe, various documents in accordance with specifications demanded by the courts and set out in various legislative documents. Lawyers often submit the documents to the Contractor approximately one (1) or two (2) days before the Court's deadline.

#### 5. Tasks/Technical Specifications

##### A) Preparation of the annexes:

- Obtaining of the file from Superior Court;
- Request court transcription, if applicable;
- Review the file and prepare a preliminary list of annexes for approval;
- Review and finalize this list with the client;
- Digitize and format annexes;
- Insert numbering and add headers;
- Prepare tables of contents, cover pages and backings; and
- Prepare a temporary CD-ROM of those documents to assist the client in drafting the facta/memoranda (if scheduling permits).

##### B) Preparation of the facta/memoranda (and/or appeal book):

- Carry out formatting;
- Prepare the list of authorities;
- Research and insert references to annexes;
- Proofread the facta/memoranda; and
- Review and finalize the facta/memoranda with the client.





C) Finalization of the Work:

- Print and bind documents;
- Prepare an interactive CD-ROM of all documents with an index, bookmarks, hyperlinks and text recognition;
- Use an FTP platform to share electronic documents;
- Carry out document delivery, mailing, service and production; and
- Send reports and production receipts to the various parties involved.

A), B), and C):

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

Preparation and service to the court within the stipulated timeframe (by bailiff or electronically) in compliance with the agreement with the prosecutor responsible for the case.

## 6. Travel

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

## 7. Requirements

The Contractor must respect the following rules of the Court:

**Rules of the Supreme Court of Canada:** <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-156/>

**Federal Courts Rules:** <http://laws-lois.justice.gc.ca/eng/regulations/SOR-98-106/>

**Rules of the Quebec Court of Appeal in Criminal Matters:** <http://laws-lois.justice.gc.ca/eng/regulations/SI-2006-142/FullText.html>

### Quebec Court of Appeal Civil Practice Regulation :

<http://courdappelduquebec.ca/en/procedure-and-notice/civil-practice-regulation/>

It is vital that the time limits for production and service be followed as set out in the rules for each court or according to the instructions of counsel in charge of the file. The preparation and documenting of appeal proceedings, facta/memoranda and books of authorities require compliance with the rules stipulated by the various courts, great thoroughness and a very high attention to detail. Requirements for the order of pages in volumes and the quality of photocopies must be scrupulously followed and quality-controlled.

The Contractor must have a minimum of three years of experience over the last five years in the interpretation of various court rules pertaining to the preparing and documenting of appeal proceedings, facta/memoranda and books of authorities before various appeal courts, as well as solid knowledge in the field of printing and must have a sufficient and qualified labour force to meet the needs of the Public Prosecution Service of Canada.

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

## 8. Support Provided by the Client

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



### **9. Contractor's Obligations**

Apart from the requirements listed in the Statement of Work, in the event there is doubt regarding the completion of a deliverable or fear of cost overrun, the Contractor must immediately call the PPSC project manager.

### **10. Intellectual Property**

The Public Prosecution Service of Canada (PPSC) has determined that all intellectual property rights stemming from the execution of the Work under this Contract will belong to Canada, for the following reasons:

- The generation of knowledge and information for public dissemination.

## ANNEX B

### BASIS OF PAYMENT

1- The Offeror must complete this pricing schedule and include it in its Financial Bid.

The price must include the following services:

- Formatting of pleadings (facta/memoranda, appeal book and others) in accordance with the rules of the various courts;
- Copy editing and reference research;
- Drafting of cover pages and tables of contents;
- Formatting of annexes in accordance with the rules of the various courts;
- Printing and binding of the specified number of copies;
- Preparation of a temporary CD-ROM of the documents to assist in drafting the facta/memoranda;
- Preparation of an interactive CD-ROM of all of the documents with index, bookmarks, hyperlinks and text recognition;
- Use of an FTP platform for sharing electronic documents;
- Pick-up and delivery.

CD-ROM

- CD-ROM with interactive links for the entire file;
- Copies of the CD-ROM for all solicitors of record.

The price does not include the following services:

- USB key fees based on the request;
- Serving and production costs;
- Reproduction costs for colour photocopying and plans.

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

3- The inclusion of volumetric data in this document represents a commitment by Canada only when Canada makes use of the services described in the offer solicitation.



The Offeror that proposed the lowest price will be ranked first, the Offeror that proposed the second lowest price will be ranked second and so on and so forth.

Preparation of Annexes	Unit	Initial period from 1-09-2017 to 31-08-2018	Option Year 1 from 1-09-2018 to 31-08-2019	Option Year 2 from 1-09-2019 to 31-08-2020	Option Year 3 from 1-09-2020 to 31-08-2021	Option Year 4 from 1-09-2021 to 31-08-2022
Master copy 1	1 page	\$	\$	\$	\$	\$
Additional copies 2	1 page	\$	\$	\$	\$	\$
Factum preparation	1 page	\$	\$	\$	\$	\$
Rereading of facta/memoranda	1 page	\$	\$	\$	\$	\$
Backings and bindings	1 volume	\$	\$	\$	\$	\$
<b>Total</b>		\$	\$	\$	\$	\$
Additional copies after printing	Per page	\$	\$	\$	\$	\$
Additional volumes	By volume	\$	\$	\$	\$	\$
Pick-up / Delivery	By fixed price	\$	\$	\$	\$	\$
Delivery	Per delivery	\$	\$	\$	\$	\$
<b>Total before tax</b>		\$	\$	\$	\$	\$
<b>Taxes</b>		\$	\$	\$	\$	\$
<b>Total with tax</b>		\$	\$	\$	\$	\$



**ANNEX C  
REFERENCE LETTER FROM SUPPLIERS**

This form must be completed and enclosed with the Offer. As specified in the Request for Standing Offers, three (3) reference letters must be provided from different clients excluding the Public Prosecution Service of Canada.

This form must be completed by a client from the public, para-public, institutional, commercial or industrial sectors. The Contractor must include this form in its Offer.

Location: \_\_\_\_\_ Date: \_\_\_\_\_, 20XX.

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

The work by this company was completed to our complete satisfaction under the terms and conditions of the Contract, schedule and budget.

\_\_\_\_\_  
Signature of the Responsible Authority

\_\_\_\_\_  
Title of the Person Responsible

\_\_\_\_\_  
Company Name



## ANNEX D

### ELECTRONIC PAYMENT INSTRUMENTS

The Contractor accepts to be paid using the following Electronic Payment Instrument:

( ) Direct Deposit (Domestic and Intern