Ministère de la Justice Canada

# RETURN OFFERS TO: RETOURNER LES OFFRES À :

Department of Justice Finance and Planning Branch Attention: Jeff Williams

Jeff.Williams@justice.gc.ca

Ministère de la Justice

Direction générale des finances et de la planification

attention: Jeff Williams
Jeff.Williams@justice.gc.ca

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

| Comments - Commentaires |  |
|-------------------------|--|
|                         |  |

## Offer To: Department of Justice

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

On behalf of the offeror, by signing below, I confirm that I have read the entire request for standing offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that:

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

## L'offre au : Ministère de la Justice

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

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

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

Signature

| Title - Sujet                              |                                  |   |                         |               |   |
|--|----------------------------------|---|-------------------------|---------------|---|
| B.C. Region Process Servers                |                                  |   |                         |               |   |
| Solicitation No. – N° de l'invitation Date |                                  |   |                         |               |   |
| JUS-RF                                     | SO-201                           | 7-001                                   |                         |               |   |
| Client Re                                  | eference                         | No. – N° réfé                           | érence d                | lu c          | client  |
| BCRO-2017                                  | -001                             |   |                         |               |   |
| GETS Re                                    | eference                         | No. – N° de                             | référenc                | e d           | le SEAG   |
|  |                                  |   |                         |               |   |
| Solicitati                                 |                                  |   |                         |               | ne Zone   |
| L'invitati                                 |                                  |   |                         | Fu            | seau horaire  |
| at – à                                     | 2:00                             | PM                                      |                         |               | cific Standard Time (PST)   |
| on – le                                    | •                                | mber 19, 20                             | 17                      | He            | ure Normale du Pacifique (HNP)  |
| F.O.B                                      | _                                |   |                         |               |   |
| Plant-Us                                   |                                  | Destination                             |                         |               | Other-Autre:  |
| Address                                    | inquirie                         | es to – Adress                          | ser toute               | e de          | emande de renseignements à :  |
| Jeff Willia                                | ams                              |   |                         |               |   |
| Facsimile                                  | No /e-                           | mail                                    |                         |               |   |
|  |                                  | / courriel                              |                         |               |   |
| Jeff.Willi                                 | ams@jı                           | ustice.gc.ca                            |                         |               |   |
|  |                                  | Goods, Servi                            | ices, and               | d C           | onstruction:  |
| Destinati                                  | ion – de                         | s biens, serv                           | ices et c               | on            | struction   |
| British C                                  | olumbia                          | a                                       |                         |               |   |
| Instruction Instruction                    |                                  | See Herein<br>Voir aux prése            | entes                   |               |   |
| Delivery i                                 | required                         | -Livraison exi                          | gée l                   | De            | livery offered -Livraison proposée  |
| See Here                                   | in – Voi                         | r aux présente                          | s                       |               |   |
| jurisdiction<br>Compéter                   | applicab<br>nce du co<br>mpétenc | le to any resultir<br>entrat : Province | ng contract<br>du Canad | t (if<br>da d | le bidder wishes to be the legal<br>other than as specified in solicitation)<br>choisie par le soumissionnaire et qui<br>nt (si différente de celle précisée dans |
|  |                                  |   |                         |               |   |
|  |                                  | and Address                             |                         |               |   |
| Raison so                                  | ciale et a                       | iddresse du foi                         | urnisseur               | /de           | l'entrepreneur  |
|  |                                  |   |                         |               |   |
| Telephone                                  | No N°                            | de téléphone                            |                         |               |   |
| e-mail - co                                | urriel                           |   |                         |               |   |
| or print) Nom et ti                        | tre de la                        |   | orisée à :              | sig           | n on behalf of Vendor/firm (type<br>ner au nom du fournisseur/de<br>d'imprimerie)   |
|  |                                  |   |                         |               |   |

Date

# **TABLE OF CONTENTS**

| PART 1       | 1 - GENERAL INFORMATION   | 4  |
|--------------|---|----|
| 1.1          | INTRODUCTION  | 4  |
| 1.2          | SUMMARY   |    |
| 1.3          | Debriefings   | 4  |
| PART 2       | 2 - OFFEROR INSTRUCTIONS  | 5  |
| 2.1          | STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS   | 5  |
| 2.2          | SUBMISSION OF OFFERS  |    |
| 2.3          | FORMER PUBLIC SERVANT   | 5  |
| 2.4          | ENQUIRIES - REQUEST FOR STANDING OFFERS   |    |
| 2.5          | APPLICABLE LAWS   | 5  |
| PART 3       | 3 - OFFER PREPARATION INSTRUCTIONS  | 6  |
| 3.1          | Offer Preparation Instructions  | 6  |
| PART 4       | 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION  | 7  |
| 4.1          | EVALUATION PROCEDURES   | 7  |
| 4.2          | BASIS OF SELECTION  |    |
| PART 5       | 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION   | 1/ |
|              |   |    |
| 5.1          | CERTIFICATIONS REQUIRED WITH THE OFFER  |    |
| 5.2          | CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION |    |
| PART 6       | 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS                                      | 17 |
| 6.1          | SECURITY REQUIREMENTS   |    |
| 6.2          | FINANCIAL CAPABILITY  |    |
| 6.3          | INSURANCE REQUIREMENTS  |    |
| PART 7       | 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES                                       | 18 |
| A. ST        | ANDING OFFER  | 18 |
| 7.1          | Offer   | 18 |
| 7.2          | SECURITY REQUIREMENTS   |    |
| 7.3          | STANDARD CLAUSES AND CONDITIONS   |    |
| 7.4          | TERM OF STANDING OFFER  |    |
| 7.5          | AUTHORITIES   |    |
| 7.6          | PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (IF APPLICABLE)           |    |
| 7.7          | IDENTIFIED USERS  |    |
| 7.8          | CALL-UP PROCEDURES  |    |
| 7.9<br>7.10  | CALL-UP INSTRUMENT  |    |
| 7.10<br>7.11 | LIMITATION OF CALL-UPSFINANCIAL LIMITATION  |    |
| 7.11         |   |    |
| 7.12         |   |    |
|              | APPLICABLE LAWS   |    |
| B. RE        | SULTING CONTRACT CLAUSES  | 21 |
| 7.1          | STATEMENT OF WORK   | 21 |
| 7.2          | STANDARD CLAUSES AND CONDITIONS   |    |
| 7.3          | TERM OF CONTRACT  |    |
| 7.5          | PAYMENT   | 21 |
| 7.6          | INVOICING INSTRUCTIONS  | 23 |
| 7.7          | INSURANCE   | 23 |

| ANNEX "A"                          | 24 |
|------------------------------------|----|
| STATEMENT OF WORK                  | 24 |
| ANNEX "B"                          |    |
| BASIS OF PAYMENT                   |    |
| ANNEX "C"                          |    |
| ELECTRONIC PAYMENT INSTRUMENTS     | 36 |
| ANNEX "D"                          |    |
| INTEGRITY REGIME VERIFICATION FORM |    |

#### **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<br>Part 2 | General Information: provides a general description of the requirement; Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;           |
|------------------|---|
| Part 3           | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4           | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5           | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6           | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and  |
| Part 7           | 7A, Standing Offer, and 7B, Resulting Contract Clauses:   |
|                  | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|                  | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made  |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and the Integrity Regime Verification Form.

# 1.2 Summary

- 1.2.1 The Department of Justice Canada (JUS) has a requirement for the provision of **process serving services**, on an "as and when" requested basis. These services will include, but not be limited to:
  - (a) Serving documents on self-represented litigants, individuals, counsel, or Tribunals;
  - (b) Filing documents before/after service (including Affidavit of Service) in the various courts;
  - (c) Paying Filing fees on behalf of JUS;

pursuant to the Standing Offer.

- (d) Paying Conduct fees on behalf of JUS (in the form of a cheque attached to a subpoena or legal documents being served on the individual);
- (e) Skip Tracing services.

The services will be performed primarily within the Vancouver Metropolitan Area (VMA) but may include services throughout the province of British Columbia.

The resulting Standing Offer will be for a 1 year period from date of award and will include 4 additional 1 year option periods to be exercised at Canada's discretion.

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is limited to Canadian goods and/or services.

## 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. The debriefing 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (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 <u>2006</u>, 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

Offers must be submitted only by email to Jeff Williams 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 JUS will not be accepted.

## 2.3 Former Public Servant

Please see article 5.2.2.2 of Part 5 – Certifications and Additional Information.

# 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

# 2.5 Applicable Laws

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

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 separate attachments within their email, as follows:

Section I: Technical Bid (1 soft copy via email to the Contracting Authority (<u>Jeff.Williams@justice.gc.ca</u>)
Section II: Financial Bid (1 soft copy via email to the Contracting Authority (<u>Jeff.Williams@justice.gc.ca</u>)
Section III: Certifications (1 soft copy via email to the Contracting Authority (<u>Jeff.Williams@justice.gc.ca</u>)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) page size;
- (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 the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 3.1.1 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 "C" 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 and additional information required under Part 5.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 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 the Department of Justice Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

## 4.1.2 Financial Evaluation

## 4.1.2.1 Refer to Annex B - Basis of Payment

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

Estimated volumes included in Annex B are for evaluation purposes only.

Upon award, all subtotals/totals and estimated volumes will be removed from Annex B. The pricing for each item and definitions will remain within the resulting Standing Offer.

## 4.2 Basis of Selection

## 4.2.1 Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

# ATTACHMENT 1 TO PART 4: TECHNICAL EVALUATION CRITERIA

# **Mandatory Technical Criteria**

| Criterion                | Desc   | cription  | Met/<br>Not Met |  |  |
|--------------------------|--|---|-----------------|--|--|
| M.1                      | Firms Experience   |   | 1101 11101      |  |  |
|                          | The Offeror must demonstrate they have a minimum of sixty (60) months' experience in the last seven (7) years from RFSO closing date in providing process serving services which will include, but not be limited to, serving legal documents on individuals, corporations and/or legal representatives, including serving subpoenas on witnesses and on inmates in a criminal institution and filing legal documents with various Courts and/or Tribunals in British Columbia, to a minimum of three (3) different clients within those sixty (60) months.  In order to demonstrate compliance with M.1, the following information must be provided for each client, using the Response Preparation Template below:   |   |                 |  |  |
|                          | <ul> <li>a) the name of the client organization;</li> <li>b) the Project Authority, name, title, phone number;</li> <li>c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed;</li> <li>d) the start and end date of the work;</li> <li>e) the number of resources provided;</li> <li>f) the volume of documents served and/or filed; and</li> <li>g) a letter of Reference from the client organization/project authority confirming the experience noted in items c) to f) above.</li> </ul>  |   |                 |  |  |
| RESPON                   | SE PREPARATION TEMPLATE  |   |                 |  |  |
| Client 1:                |  |   |                 |  |  |
| a) Name o                | a) Name of the client organization  d) Start Date and End Date of the Work  (month/year to month/year)   |   |                 |  |  |
| h) Project               | Authority, name, title, phone no.  | e) Number of resources provided                                   |                 |  |  |
| <i>B)</i> 110,000        | Address, name, tate, priorie no.   | of Hamiser of Tesouroes provided                                  |                 |  |  |
|                          | c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed   |   |                 |  |  |
| g) Letter of as detailed | and the second of the second o | pject Authority that the Offeror has met the requ                 | uirement(s)     |  |  |
|                          | ,  |   |                 |  |  |
| Client 2:                |  |   |                 |  |  |
| a) Name o                | f the client organization  | d) Start Date and End Date of the Work (month/year to month/year) |                 |  |  |
| b) Project               | roject Authority, name, title, phone no.  e) Number of resources provided  |   |                 |  |  |
|                          | escription of the services provided and the for Tribunals in which the documents were  | f) Volume of documents served and/or filed                        |                 |  |  |
| g) Letter o              | of Reference from the client organization/ Pr  | oject Authority that the Offeror has met the req                  | uirement(s)     |  |  |
| as detailed              |  |   |                 |  |  |
| i                        |  |   |                 |  |  |

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

(Add additional lines as required if your response requires the inclusion of more than three (3) clients)

| Criterion   | Description   | Met/<br>Not Met |  |  |  |
|-------------|---|-----------------|--|--|--|
| M.2         | Firms Quality Assurance   |                 |  |  |  |
|             | The Offeror must demonstrate that they utilize and implement a quality assurance regiment and provide in its proposal its approach to performance and quality by providing details on the following, using the Response Preparation Template below: a) The hiring practices for Process Servers, identifying required qualifications for the resources and the selection process; |                 |  |  |  |
|             | b) How work is assigned to the Process Servers;   |                 |  |  |  |
|             | c) How the Process Servers work is monitored;   |                 |  |  |  |
|             | d) How issues/problems are solved,  |                 |  |  |  |
|             | e) How the Offeror will ensure the quality and performance of the work by the Process Servers will be maintained throughout the entire duration of the Standing Offer, and  |                 |  |  |  |
|             | f) How the proposed Supervisor and Process Servers will communicate with the Identified User(s) when completing work under the Standing Offer.  |                 |  |  |  |
|             | SE PREPARATION TEMPLATE   |                 |  |  |  |
| required qu | <ul> <li>a) The hiring practices for Process Servers, identifying required qualifications for the resources and the selection process</li> <li>d) How issues/problems are solved</li> </ul>   |                 |  |  |  |
|             |   |                 |  |  |  |
| b) How wo   | e) How the Offeror will ensure the quality and performance of the work by the Process Server maintained throughout the entire duration of the Standing Offer  | ers will be     |  |  |  |
|             |   |                 |  |  |  |
| c) How the  | c) How the Process Servers work is monitored f) How the proposed Supervisor and Process communicate with the Identified User(s) when completing work under the Standing Offer.  |                 |  |  |  |
|             |   |                 |  |  |  |

| Criterion  | Description  |  |  |
|------------|--|--|--|
| M.3        | The Offeror must propose one (1) Supervisor for the Process Servers. The Supervisor must have a minimum of thirty-six (36) months' experience in the last five (5) years from RFSO   |  |  |
|            | closing date supervising Process Servers.  In order to demonstrate compliance with M.3,  | the following information must be provided for |  |
|            | each client for which the experience was obtained, using the Response Preparation Template below:  a) the name of the client organization b) the Project Authority name, title, phone number; c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed; d) the start and end date of the work e) the number of Process Servers supervised; and f) the volume of work supervised. |  |  |
| RESPON     | RESPONSE PREPARATION TEMPLATE:   |  |  |
| a) Name o  | a) Name of the client organization  d) Start date and End date of the work (month/year to month/year)  |  |  |
| b) Project | Authority, name, title, phone no.  | e) Number of Process Servers Supervised        |  |
|            |  |  |  |
|            | scription of the services provided and the or Tribunals in which the documents were  | f) Volume of work supervised                   |  |
|            |  |  |  |

(Add additional lines as required for each client for which the experience was obtained)

| Criterion  | Description  |   |  |
|------------|--|---|--|
| M.4        | Experience of Personnel – Process Server   | rs  |  |
|            | The Offeror must propose a minimum of five (5) Process Servers that can undertake the workd as described in Annex A – Statement of Work under the resulting Standing Offer. Each proposed Process Server must have a minimum of thirty-six (36) months' experience in the last five (5) years from RFSP closing date in providing process serving services and filing legal documents with various Courts and/or Tribunals in British Columbia.  In order to demonstrate compliance with M.4, the following information must be provided for each client for which the experience was obtained for EACH PROPOSED PROCESS SERVER, using the Response Preparation Template below:  a) the name of the client organization b) the Project Authority name, title, phone number; c) brief description of the services provided and the Court and/or Tribunals in which the documents were filed d) the start and end date of the work e) the volume of documents served and/or filed. |   |  |
| RESPON     | SE PREPARATION TEMPLATE:   |   |  |
| a) Name o  | f the client organization  | d) Start date and End date of the work (month/year to month/year) |  |
|            |  |   |  |
| b) Project | Authority, name, title, phone no.  | e) Volume of documents served and/or filed.                       |  |

c) Brief description of the services provided and the Court and/or Tribunals in which the documents were filed

**Note**: The Process Servers may be employees or Subcontractors of the Prime Contractor. In either case each Process Server must have the minimum years of experience as stated in **M.4** above.

For each proposed Process Server, the above requested information must be provided for each client for which their experience was obtained..

(Add additional lines as required for each client for which the experience was obtained for each proposed Process Server)

| Criterion | Description   | Met/<br>Not Met |
|-----------|---|-----------------|
| M.5       | AFFIDAVIT OF SERVICE (Proof of Service) and Attempted Service   |                 |
|           | The Offeror must demonstrate how they propose to provide a properly commissioned Affidavit of Service (Proof of Service) and Affidavit of Attempted Service, in a form acceptable by the applicable <i>Rules of Court</i> , without using The Department of Justice Canada resources. |                 |

| Criterion | Description   | Met/<br>Not Met |
|-----------|---|-----------------|
| M.6       | The Offeror must demonstrate they have a secure electronic website to which orders can be submitted and tracked easily, for the purposes of running reports, and to which documents can be uploaded, as required. |                 |

## 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

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

The Offeror should complete and return the Integrity Regime Verification Form attached in Annex D with the Offer.

## 5.1.2 Additional Certifications Required with the Offer

#### 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult <u>Annex 3.6</u> (9), Example 2, of the *Supply Manual*.

## **5.1.2.1.1** SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

# 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

## 5.2.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.2.1 Status and Availability of Resources

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

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

## 5.2.2.2 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

## **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u> 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 Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

#### 5.2.2.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada-Labour's website

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

# PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

# 6.1 Security Requirements

1. There is no security requirement attached to this requirement.

# 6.2 Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

# 6.3 Insurance Requirements

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.

#### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

#### 7.1 Offer

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

## 7.2 Security Requirements

**7.2.1** There is no security requirement applicable to 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued 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 Term of Standing Offer

## 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from October 1, 2017 to September 30, 2018.

## 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 4, 1 year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

Option Period 1: October 1, 2018 to September 30, 2019

Option Period 2: October 1, 2019 to September 30, 2020

Option Period 3: October 1, 2020 to September 30, 2021

Option Period 4: October 1, 2021 to September 30, 2022

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

## 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jeff Williams

Title: Senior Contracting & Materiel Officer

Department of Justice Canada Finance & Planning Branch Address: 900-840 Howe Street Vancouver B.C. V6Z 2S9 Telephone: 604-862-7184

E-mail address: jeff.williams@justice.gc.ca

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

# 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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

The Project Authority is also the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 7.5.3 Offeror's Representative

Name: To be determined at standing offer award

Title: Telephone: E-mail address:

## 7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

To be determined at standing offer award

## 7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

The Contracting and Materiel Management Division, Department of Justice Canada. The British Columbia Regional Office, Department of Justice Canada.

## 7.8 Call-up Procedures

Identified Users are to call-up directly with the Offeror's Representative.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form Department of Justice 942J - Call-up Against a Standing Offer or a Government Acquisition Card, as identified below based on the estimated total cost and whether travel is involved:

## 7.9.1 Requirements Up to \$10,000.00 (Applicable Taxes Included) that do not Include Travel

When the total estimated cost provided by the Offeror for the specific requirement is under \$10,000.00 including applicable taxes and there is no travel associated with the requirement, the Identified User is encouraged to confirm they require The Work to be completed in accordance with the Standing Offer and use the Government Acquisition Card (The Department of Justice Canada uses MasterCard) as the call-up instrument. If it is not feasible to use the acquisition card or there is travel associated with the requirement, please follow the instructions outlined in section 7.9.2 below.

## 7.9.2 Up to the Call-up Limitation (Applicable Taxes Included)

When the total estimated cost provided by the Offeror for the specific court file exceeds \$10,000.00 including applicable taxes, the acquisition card is not a feasible call-up instrument to be used, or there is travel associated with the requirement, the Identified User must create and send the Offeror a Department of Justice 942J – Call-up Against a Standing Offer to confirm The Work for that specific requirement.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100, 00.00 (Applicable Taxes included).

#### 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$750,000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions Standing Offers Goods or Services
- d) the general conditions <u>2010B</u> (2016-04-04), General Conditions Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- e) Annex C, Electronic Payment Instruments;
- e) Annex D. Integrity Regime Verification Form;
- g) the Offeror's offer dated \_\_\_\_\_ (to be completed at standing offer award).

#### 7.13 Certifications and Additional Information

## 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of 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.

#### 7.13.3 SACC Manual Clauses

SACC Manual clause M3060C (2008-05-12) Canadian Content Certification

SACC Manual clause M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

## 7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_\_ (to be completed at standing offer award).

#### 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

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of <u>2010B</u> (2016-04-04), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

#### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The work is to be performed in accordance with the call-up against the standing offer.

## 7.3.2 Delivery Date

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

#### 7.5 Payment

## 7.5.1 Basis of Payment – Firm Price Services

#### 7.5.1.1 Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm rates in accordance Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

## 7.5.1.2 Travel and Living Expenses

Canada will not accept any travel and living expenses for:

- (a) Work performed within the Vancouver Metropolitan Area (VMA) as defined here <a href="http://www.tpsgc-pwgsc.gc.ca/app-acg/spc-cps/dznrrm-dnzrma-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acg/spc-cps/dznrrm-dnzrma-eng.html</a>;
- (b) Any travel between the Contractor's place of business and the VMA; and
- (c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm unit rates for professional fees specified in Annex B, Basis of Payment.

Work Performed outside the Vancouver Metropolitan Area (VMA)

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

## 7.5.1.3 Other Direct Expenses

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. This includes but is not limited to:

- a) Paying Filing Fees on behalf of Canada
- b) Paying Conduct Fees on behalf of Canada
- c) Paying Transfer Fees to another Contractor for services performed outside the VMA

# 7.5.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$AS PER INDIVIDUAL CALL-UP. Customs duties are included and Applicable Taxes are extra.

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
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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.

## 7.5.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

# 7.5.4 Electronic Payment of Invoices – Call-up (to be amended at award to reflect Offeror's response)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

# 7.5.4.1 Payment by Credit Card (if applicable)

The following credit card is accepted for invoices that do not exceed \$10,000.00, including applicable taxes: MasterCard.

# 7.5.4.2 Payment by Direct Deposit (if applicable)

Payments by direct deposit will be subject to section 14, Payment Period and section 15, Interest on Overdue Accounts, set out in 2010B, General Conditions - Professional Services (Medium Complexity) (2016-04-04) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Direct Deposit Enrolment Form (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Direct Deposit Enrolment Form is up to date. Should the Contractor's information within the Direct Deposit Enrolment Form not be accurate or up to date, the provisions identified herein under section 14, Payment Period and section 15, Interest on Overdue Accounts, set out in 2010B, General Conditions - Professional Services (Medium Complexity) (2016-04-04) forming part of this Contract will not apply, until the Contractor corrects the matter.

# 7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of 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 the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the Project Authority as identified on the call-up.

#### 7.7 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance – No Specific Requirement

# ANNEX "A"

#### STATEMENT OF WORK

#### 1.0 Title

Process Servers - British Columbia Regional Office

## 1.1 Background

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

JUS supports the Attorney General as the chief law officer of the Crown both in terms of the ongoing operations of government as well as the development of new policies, programs and services for Canadians to support the Government's priorities. Specifically, JUS provides legal advice to the Government and all federal government departments and agencies, represents the Crown in civil litigation and before administrative tribunals, drafts legislation, and responds to the other legal needs of federal departments and agencies.

JUS delivers services through a mix of co-located departmental legal services units, specialized branches located within the JUS and a network of six regional offices located across the country.

To this end, the JUS British Columbia Regional Office engages in a diverse array of litigation, appearing at all levels of court from the Provincial Court to the Supreme Court of Canada, as well as the Federal Courts, Tax Court and various administrative tribunals.

During the course of litigation, the British Columbia Regional Office may need to give legal notice to a party, serve such party, be it an individual, a legal representative or a corporation with legal documents, and file said documents with a Court or Tribunal. As a result, the British Columbia Regional Office is seeking the services of Process Servers to pick-up, sort, issue, serve and file various types of legal documents within the Province of British Columbia, in accordance with the applicable legislation and Rules of Court in the area of service.

The number of legal and court documents that need to be served and/or filed are expected to vary in both size and number.

## 1.2 Area of Coverage

The majority of the work will be undertaken in the Vancouver Metropolitan Area (VMA) which is hereby defined:

#### http://www.tpsgc-pwgsc.gc.ca/app-acg/spc-cps/dznrrm-dnzrma-eng.html

For locations, outside the VMA not serviced directly by the Contractor, it is the responsibility of the Contractor to make arrangements with Process Service Providers to have documents served and/or filed.

## 1.3 Definitions

"Serve and File"

- a. Serve documents on self-represented litigants, individuals, counsel, Tribunals if requested in the approved Callup.
- b. File documents before/after service (including Affidavit of Service) in the various courts, if requested in the approved Call-up.
- c. Pay Filing fees on our behalf.
- d. Pay Conduct fees on our behalf (in the form of a cheque attached to a subpoena or legal documents being served on the individual).
- e. Skip search services may be required if we are unable to locate the individual, etc. to be served.

<sup>&</sup>quot;Affidavit of Attempted Service" - is defined as a sworn statement in writing that outlines, where, when, and how the Process Server attempted to serve the party and why the attempts were not successful. The statement is sworn in front of a person authorized to witness oaths, such as a Commissioner of Oaths or a Notary Public.

"Affidavit of Service" - is defined as a sworn statement in writing that certifies that the Process Server has successfully served a party, in accordance with the law. The statement is sworn in front of a person authorized to witness oaths, such as a Commissioner of Oaths or a Notary Public. The affidavit of service states when, where and how the service was accomplished and must include a description of how the party served was identified.

"Attempted Service" - is defined as the efforts made to locate a party in a case through, for example, neighbours, business, or relatives, in order to physically hand deliver legal document(s).

"Bulk Service" - is defined as the physical delivery of a legal document or documents to a party/tribunal in separate files and/or to additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address, and return of said document(s) with Proof of Service.

"Bulk Tribunal Service and Service on the Applicant(s) or Respondent(s)" - is defined as the physical delivery of legal document(s) to a Tribunal at the same time and address, in bulk, and subsequent physical delivery of legal document(s) to each listed Applicant or Respondent(s), either individually or in bulk, if at the same time and address, and return of said document(s) with Proof of Service.

"Call-up" - is defined when a Standing Offer is issued, and JUS completes the Call-up instrument (Department of Justice 942J - Call-up Against a Standing Offer, detailing the services required, and forwarding to the Contractor, a contract is in place between JUS and the Contractor, as per the terms and conditions set out in the Standing Offer document.

"Conduct Fees" is defined as fees payable by cheque to a witness on whom a subpoena or other legal notice is being served.

"Individual Service" is defined as the physical delivery of a legal document or documents to a party/tribunal in a case/file and return of said document(s) with Proof of Service. May include the filing of the documents and Proof of Service with the court after service, and return of the filed documents to JUS.

"Proof of Service" is defined as an Affidavit of Service or signature under a stamp labelled "Admission of Service".

"Substituted Service" - is defined as any method of service allowed, by law, when personal service is impossible or impracticable, such as leaving the legal documents with a responsible person at the party's home or business and then mailing the party a copy.

## 2.0 Services Required

JUS, British Columbia Regional Office requires Process Serving Services to pick up, sort and issue legal documents, to serve individuals, legal representatives and/or corporations and to file a number of different types of legal documents, with various Courts and Tribunals in the British Columbia Regional Office, on a "firm daily" basis, and on an "as and when requested" basis. The most common requests are for the following Courts and Tribunals: the Tax Court of Canada, the Federal Courts, British Columbia Courts and the Immigration and Refugee Board.

The legal documents to be served may include, but are not limited to, Replies, Statements of Claim, Statements of Defence, Lists/Affidavits of Documents, Application Records, Notices of Appearance, Summons, Affidavits, Subpoenas and other court documents. All services provided must be in compliance with the applicable Rules of Court.

The Contractor will be required to:

- Pick up legal documents at the JUS offices.
- 2. Sort and serve legal documents in accordance with the strict requirements of the legislation and applicable Rules of Court in the area of service and instructions from the Project Authority or Authorized Representative. Services will include but not be limited to the following:
- i. Serve legal documents on a party/tribunal and provide proof of service;
- ii. Serve legal documents on additional/multiple parties/tribunals in same file and/or separate files and provide proof of service;
- iii. Provide same day, next day, regular, rush and urgent services;
- iv. Provide attempted service including completion of an Affidavit of Attempted Service;
- v. File, issue and search documents in Court;

- vi. Report back immediately to the Project Authority or Authorized Representative if there are any problems with service:
- vii. Make arrangements, with Process Service Providers, to serve and/or file documents, outside the Lower Mainland;
- viii. Disburse fees on behalf of JUS for Conduct Money, Court Filing, Transcripts and other Court Services, as requested;
- ix. Obtain signatures on Court Orders; and
- x. Perform skip searches.
- xi. Submit court orders to the various courts (B.C. Supreme Court, B.C. Court of Appeal, B.C. Provincial Courts) for the Judges' signatures, and return the signed orders to us. Note: the Judges do not sign the orders immediately and the process server has to maintain a follow-up system to maintain a check on the status of the orders.
- xii. Copy documents from the Courts' Registries' files for the Department of Justice Canada. The Court Registries files cannot be removed from the Registry, therefore the Contractor must go to the Registrar's Office to get the copies for JUS.

There are three (3) types of service requirements: on a "firm daily pick-up" basis; on an "as and when requested" basis and "Bulk Tribunal Service and Service on the Applicant(s)/Respondent(s)".

2.1 "Firm Daily Pick-ups" - Regular Service Requirements

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

- a. 840 Howe Street, 9th Floor, Vancouver, BC; and
- b. 666 Burrard Street, 4th Floor, Vancouver, BC.

There will be two (2) regular firm daily pick-ups, at 10:00 hours and 14:00 hours, Monday to Friday, including British Columbia Family Day (excluding weekends and statutory holidays).

There are two (2) levels of service for firm daily pick-ups, same day and next day. (Refer to Annex B – Basis of Payment).

2.2 "As and When Requested" Requirements

The Contractor is required to pick-up, sort, issue, serve and file various legal documents, on an "as and when requested" basis. The pick-up locations are:

- a. 840 Howe Street, 9th Floor, Vancouver, BC; and
- b. 666 Burrard Street, 4th Floor, Vancouver, BC.

Monday to Friday, including British Columbia Family Day (excluding weekends and statutory holidays).

There are three (3) levels of service:

- Regular service, completion of services from over four (4) to six (6) hours from request of service;
- Rush service, completion of services from over two (2) to four (4) hours from request of service; and
- Urgent service, completion of services within two (2) hours from request of service.
- 2.3 "Bulk Tribunal Service and Service on the Applicant(s)/Respondent(s)" Requirements One (1) "Firm Daily Pick-up".

The Contractor is required to pick-up at 16:30 hours, sort, and serve documents in bulk on various listed Tribunals and subsequently on Applicants or Respondents either individually or in bulk if at the same time and address, and return the legal document(s) within three (3) business days. The lower of Bulk Service rate and regular Individual Service rate shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

The pick-up locations are:

- a. 840 Howe Street, 9th Floor, Vancouver, BC; and
- b. 666 Burrard Street, 4th Floor, Vancouver, BC.

Monday to Friday, including British Columbia Family Day (excluding weekends and statutory holidays).

When services are required in bulk with subsequent service on the individual applicant, the Contractor in conjunction with JUS, must establish a numbering/tracking system in order to link the service on the Tribunal with each individual Applicant/Respondent.

## 2.4 Additional Services/Instructions

The following additional services/instructions will apply to the "firm daily pick-ups", the "as and when requested" basis and Bulk Service.

The Contractor will be instructed to contact the Project Authority or Authorized Representative to confirm that the documents were served and/or filed by the stated time, and report any problems with the services on the same day as the service.

It is the Contractor's responsibility to be aware of the operating hours of each respective Court where documents are to be filed.

In filing the various types of documents, the Contractor must follow the filing procedures of each of the different Courts.

The Contractor may be required to perform other various miscellaneous services which include, but are not limited to, issuing originating documents, obtaining signatures on Court Orders and obtaining information and/or copies of documents from Court and performing skip searches.

#### 2.5 Return of Document(s)

Document(s) shall be returned to the JUS's office the next business day at no charge, however, should the Project Authority or Authorized Representative request same day return of a document(s), then the Contractor shall be paid the cost of the same day return only.

## 2.6 Uploading Orders and Documents electronically

The Contractor must have the capability to provide a secure electronic web page to which orders (including specific requirements and locations) can be submitted and tracked easily by JUS.

The Contractor must provide JUS with the capability to upload document(s) to and receive uploaded documents from the Contractor's web page.

## 2.7 Proof of Service

The Contractor must provide to the specific Project Authority or Authorized Representative within twenty-four (24) hours of an order requesting service, proof that service was effected in the form of a signature under an "Admission of Service" stamp, on the requested number of copies of the documents served. If this is not possible, the Contractor must prepare an Affidavit of Service, sworn before a person authorized to witness oaths such as a Commissioner for Taking Affidavits or a Notary Public and provide the Affidavit to the specific Project Authority or Authorized Representative within twenty-four (24) hours after service is completed.

If the Contractor is unsuccessful in serving the individual or legal representative and/or corporations, the Contractor must complete an Affidavit of Attempted Service.

The Contractor is responsible to prepare and commission an Affidavit of Service and an Affidavit of Attempted Service, in accordance with the law and without using JUS resources

The Proof of Service for the document(s) served must be returned by the Contractor at the office where the document(s) were originally picked up.

JUS will NOT be responsible for preparing or commissioning Affidavits of Service or Affidavits of Attempted Service.

#### 2.8 Additional Attempts

In rare cases, where the Contractor is unsuccessful to serve a party(s), then the Contractor is to make up to two (2) additional attempts in the identified timeframe. If the Contractor is still unsuccessful, then the Contractor must contact the Project Authority or Authorized Representative for further instructions, to either make another attempt or complete an Affidavit of Attempted Service.

## 2.9 Fees Payable on behalf of JUS

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

The Contractor will be responsible to pay Court Filing Fees, Conduct Fees, Transcript Fees and fees for other services requested, by cheque, on behalf of JUS.

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. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

When the Contractor is requested to make a cheque payable to a witness, which will be attached to the subpoena being served, the requesting Department of Justice Project Technical Authority will indicate the name and the cheque amount. These expenses will be paid at actual cost plus an administration fee as identified in Annex B – Basis of Payment.

On occasion, the Contractor may be requested to obtain and copy legal document(s) from the Court(s). 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.

## 2.10 Transfer Fee to another Contractor outside the VMA

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

# 2.11 Lost or Damaged

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

## 2.12 Performance

Should any service not be completed to the satisfaction of the Project Authority, the Project Authority and/or the Standing Offer Authority will notify the Contractor and request corrective measures. Under such circumstances, the Project Authority and/or the Standing Offer Authority will identify in writing any issues associated with the service and outline a timeframe "cure period", for corrective measures.

## 2.13 Meetings

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

## 2.14 Language of Work

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

## 2.15 Conflict of Interest

The Contractor and any of its resources who perform services must not have any conflict of interest. Should the Contractor's situation change, they are to notify the Standing Offer Authority immediately in writing. Should the Standing Offer Authority in their sole discretion, determine that the Contractor has a conflict of interest; JUS will have the right to terminate the call-up forthwith or set aside the Standing Offer.

## ANNEX "B"

## **BASIS OF PAYMENT**

1.0 SCHEDULED SERVICE - TWO (2) FIRM "DAILY PICK-UPS" - INDIVIDUAL SERVICE

|       | Service  | Service Type               | Initial Period Oct. 1, 2017 to Sept. 30, 2018 |           | Option Period 1<br>Oct. 1, 2018 to<br>Sept. 30, 2019 |              | Oct. 1, 20     | Option Period 2<br>Oct. 1, 2019 to<br>Sept. 30, 2020 |                | eriod 3<br>120 to<br>2021 | Option Period 4 Oct. 1, 2021 to Sept. 30, 2022 |              |
|-------|--|----------------------------|---|-----------|--|--------------|----------------|--|----------------|---------------------------|--|--------------|
| #     | Level  |                            | Est.<br>Volume                                | Unit Cost | Est.<br>Volume                                       | Unit<br>Cost | Est.<br>Volume | Unit<br>Cost   | Est.<br>Volume | Unit<br>Cost              | Est.<br>Volume                                 | Unit<br>Cost |
| 1.1   | Same Day   | Serve Document             | 65  | \$        | 65   | \$           | 65             | \$   | 65             | \$                        | 65   | \$           |
| 1.2   | Same Day   | Serve & File Document      | 65  | \$        | 65   | \$           | 65             | \$   | 65             | \$                        | 65   | \$           |
| 1.3   | Same Day   | File & Service<br>Document | 65  | \$        | 65   | \$           | _ 65           | \$   | 65             | \$                        | 65   | \$           |
| 1.4   | Same Day   | File Document              | 65  | \$        | 65   | \$           | _ 65           | \$   | 65             | \$                        | 65   | \$           |
| 1.5   | Next Day   | Serve Document             | 65  | \$        | 65   | \$           | _ 65           | \$   | 65             | \$                        | 65   | \$           |
| 1.6   | Next Day   | Serve & File Document      | 65  | \$        | 65   | \$           | _ 65           | \$   | 65             | \$                        | 65   | \$           |
| 1.7   | Next Day   | File & Service<br>Document | 65  | \$        | 65   | \$           | _ 65           | \$   | 65             | \$                        | 65   | \$           |
| 1.8   | Next Day   | File Document              | 65  | \$        | 65   | \$           | _ 65           | \$   | 65             | \$                        | 65   | \$           |
|       | Totals: All Category 1 items per period Estimated Volume times Unit Cost |                            | \$  |           | \$   |              | \$             | \$   |                |                           | \$   |              |
| Evalu | ated Price: Sur  | n of all Totals            |   |           |  |              | \$             |  |                |                           |  |              |

#### **DEFINITIONS:**

SCHEDULED SERVICE - TWO (2) FIRM "DAILY PICK UPS": Monday to Friday, includes British Columbia Family Day (excluding weekends and Statutory Holidays):

Pick-up times: 10:00 hours and 14:00 hours.

From: 840 Howe Street, 9th Floor, Reception, and 666 Burrard Street, 4th Floor, Reception.

#### INDIVIDUAL SERVICE:

Serve a document or documents on a party/tribunal; "and/or" serve and file a document or documents; "or" file a document or documents. When filing is requested, it must be completed by close of each respective Court's business hours:

#### SAME DAY SERVICE:

Pick-up at 10:00 hours - Serve and/or file document within same day as pick-up.

#### **NEXT DAY SERVICE:**

Pick-up at 14:00 hours - Serve and/or file document by next business day.

# 2.0 SCHEDULED SERVICE - TWO (2) FIRM "DAILY PICK-UPS" - BULK SERVICE

|                                  |                 |                       | Oct. 1, 2017 to |           | Oct. 1, 2018 to Oct. 1, 2019 t |      |           | Option Period 2 |           | Option Period 3 |                | eriod 4 |
|----------------------------------|-----------------|-----------------------|-----------------|-----------|--------------------------------|------|-----------|-----------------|-----------|-----------------|----------------|---------|
| ltom                             | Service         |                       |                 |           |                                |      |           | Oct. 1, 2020 to |           | Oct. 1, 2021 to |                |         |
| Item<br>#                        | Level           | Service Type          |                 |           | Sept. 30,                      | 2019 | Sept. 30, | 2020            | Sept. 30, | 2021            | Sept. 30, 2022 |         |
| #                                | Level           |                       | Est.            | Unit Cost | Est.                           | Unit | Est.      | Unit            | Est.      | Unit            | Est.           | Unit    |
|                                  |                 |                       | Volume          |           | Volume                         | Cost | Volume    | Cost            | Volume    | Cost            | Volume         | Cost    |
| 2.1                              | Same Day        | Serve Document        | 65              | \$        | 65                             | \$   | 65        | \$              | 65        | \$              | 65             | \$      |
| 2.2                              | Same Day        | Serve & File Document | 65              | \$        | 65                             | \$   | 65        | \$              | 65        | \$              | 65             | \$      |
| 2.3                              | Same Day        | File & Service        | 65              | \$        | 65                             | \$   | 65        | \$              | 65        | \$              | 65             | \$      |
|                                  |                 | Document              |                 |           |                                |      |           |                 |           |                 |                |         |
| 2.4                              | Same Day        | File Document         | 65              | \$        | 65                             | \$   | 65        | \$              | 65        | \$              | 65             | \$      |
| 2.5                              | Next Day        | Serve Document        | 65              | \$        | 65                             | \$   | 65        | \$              | 65        | \$              | 65             | \$      |
| 2.6                              | Next Day        | Serve & File Document | 65              | \$        | 65                             | \$   | 65        | \$              | 65        | \$              | 65             | \$      |
| 2.7                              | Next Day        | File & Service        | 65              | \$        | 65                             | \$   | 65        | \$              | 65        | \$              | 65             | \$      |
|                                  |                 | Document              |                 |           |                                |      |           |                 |           |                 |                |         |
| 2.8                              | Next Day        | File Document         | 65              | \$        | 65                             | \$   | 65        | \$              | 65        | \$              | 65             | \$      |
|                                  |                 |                       |                 |           |                                |      |           |                 |           |                 | •              |         |
| Totals                           | : All Category  | 2 items per period    | \$              |           | \$                             |      | \$        |                 | \$        |                 | \$             |         |
| Estimated Volume times Unit Cost |                 |                       |                 |           |                                |      |           |                 |           |                 |                |         |
|                                  |                 |                       |                 |           |                                |      |           |                 |           |                 | •              |         |
| Evalua                           | ated Price: Sui | m of all Totals       | \$              |           |                                |      |           |                 |           |                 |                |         |
|                                  |                 |                       | •               |           |                                |      |           |                 |           |                 |                |         |

#### **DEFINITIONS:**

#### SCHEDULED SERVICE - TWO (2) FIRM "DAILY PICK UPS":

Monday to Friday, includes British Columbia Family Day (excluding weekends and Statutory Holidays):

Pick-up times: 10:00 hours and 14:00 hours.

From: 840 Howe Street, 9th Floor, Reception, and 666 Burrard Street, 4th Floor, Reception.

#### BULK SERVICE:

Serve a legal document or documents on a party/tribunal in separate files and/or serve document(s) on additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address: "and/or" serve as previously and file document(s); "or" file document(s). When filing is requested, it must be completed by close of each respective Court's business hours:

Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, a firm unit cost must be submitted to include all parties and documents served. The lower of Bulk Service rate and regular Individual Service shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

#### SAME DAY SERVICE:

Pick-up at 10:00 hours - Serve and/or file document within same day as pick-up.

#### **NEXT DAY SERVICE:**

Pick-up at 14:00 hours - Serve and/or file document by next business day.

## 3.0 ON AN "AS AND WHEN REQUESTED" BASIS - INDIVIDUAL SERVICE

|   |                |                            |                                   |           |                                 | Option Period 1 |           | Option Period 2 |             | Option Period 3 |             | Option Period 4 |  |
|---|----------------|----------------------------|-----------------------------------|-----------|---------------------------------|-----------------|-----------|-----------------|-------------|-----------------|-------------|-----------------|--|
| Item  | Service        |                            | Oct. 1, 2017 to<br>Sept. 30, 2018 |           | Oct. 1, 2018 to Oct. 1, 2019 to |                 | 19 to     | Oct. 1, 2020 to |             | Oct. 1, 2021 to |             |                 |  |
| #   | Level          | Service Type               |                                   |           | Sept. 30,                       | 2019            | Sept. 30, | 2020            | Sept. 30,   | 2021            | Sept. 30,   | 2022            |  |
| <del>11</del>   | Levei          |                            | Est.                              | Unit Cost | Est.                            | Unit            | Est.      | Unit            | Est.        | Unit            | Est.        | Unit            |  |
|   |                |                            | Volume                            |           | Volume                          | Cost            | Volume    | Cost            | Volume      | Cost            | Volume      | Cost            |  |
| 3.1   | Regular        | Serve Document             | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.2   | Regular        | Serve & File Document      | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.3   | Regular        | File & Service Document    | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.4   | Regular        | File Document              | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.5   | Rush           | Serve Document             | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.6   | Rush           | Serve & File Document      | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.7   | Rush           | File & Service Document    | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.8   | Rush           | File Document              | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.9   | Urgent         | Serve Document             | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.10  | Urgent         | Serve & File Document      | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.11  | Urgent         | File & Service<br>Document | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
| 3.12  | Urgent         | File Document              | 25                                | \$        | 25                              | \$              | 25        | \$              | 25          | \$              | 25          | \$              |  |
|   |                |                            |                                   |           |                                 |                 |           |                 | 1           |                 |             |                 |  |
| Totals: All Category 3 items per period<br>Estimated Volume times Unit Cost |                | \$                         | <del></del>                       | \$        |                                 | \$              |           | \$              | <del></del> | \$              | <del></del> |                 |  |
| ⊏Suma   | ated volume t  | imes unit cost             | ]                                 |           |                                 |                 |           |                 |             |                 |             |                 |  |
| Evalua  | ated Price: Su | m of all Totals            |                                   |           |                                 |                 | \$        |                 |             |                 |             |                 |  |

## **DEFINITIONS:**

#### ON AN "AS AND WHEN REQUESTED" BASIS:

Monday to Friday, includes British Columbia Family Day (excluding weekends and Statutory Holidays).

From: Department of Justice, 840 Howe Street, 9th Floor, Reception, and 666 Burrard Street, 4th Floor, Reception, Vancouver, British Columbia.

## INDIVIDUAL SERVICE:

Serve a document or documents on a party/tribunal; "and/or" serve and file a document or documents; "or" file a document or documents. When filing is requested, it must be completed by close of each respective Court's business hours:

#### Regular service:

Completion of services from over four (4) to six (6) hours from request of service;

Completion of services from over two (2) to four (4) hours from request of service; and

#### Urgent service:

Completion of services within two (2) hours from request of service.

#### 4.0 ON AN "AS AND WHEN REQUESTED" BASIS - BULK SERVICE

|                                  |                |                         | Initial Period<br>Oct. 1, 2017 to |           | Option Period 1<br>Oct. 1, 2018 to |      | Option Period 2<br>Oct. 1, 2019 to |      | Option Period 3<br>Oct. 1, 2020 to |      | Option Period 4<br>Oct. 1, 2021 to |      |
|----------------------------------|----------------|-------------------------|-----------------------------------|-----------|------------------------------------|------|------------------------------------|------|------------------------------------|------|------------------------------------|------|
| Item                             | Service        | I Service Lybe          | Sept. 30, 2018                    |           | Sept. 30,                          |      | Sept. 30,                          |      | Sept. 30,                          |      | Sept. 30, 2022                     |      |
| #                                | Level          | 7,77                    | Est.                              | Unit Cost | Est.                               | Unit | Est.                               | Unit | Est.                               | Unit | Est.                               | Unit |
|                                  |                |                         | Volume                            |           | Volume                             | Cost | Volume                             | Cost | Volume                             | Cost | Volume                             | Cost |
| 4.1                              | Regular        | Serve Document          | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.2                              | Regular        | Serve & File Document   | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.3                              | Regular        | File & Service Document | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.4                              | Regular        | File Document           | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.5                              | Rush           | Serve Document          | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.6                              | Rush           | Serve & File Document   | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.7                              | Rush           | File & Service Document | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.8                              | Rush           | File Document           | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.9                              | Urgent         | Serve Document          | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.10                             | Urgent         | Serve & File Document   | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.11                             | Urgent         | File & Service Document | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| 4.12                             | Urgent         | File Document           | 25                                | \$        | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   | 25                                 | \$   |
| Totals:                          | : All Categor  | ry 4 items per period   | \$                                |           | \$                                 |      | \$                                 |      | \$                                 |      | \$                                 |      |
| Estimated Volume times Unit Cost |                |                         | <u> </u>                          |           |                                    |      | Y                                  |      |                                    |      |                                    |      |
| Evalua                           | ated Price: S  | sum of all Totals       |                                   |           |                                    |      | \$                                 |      |                                    |      |                                    |      |
| Lvalue                           | ilcu i ilce. C | diff of all Totals      |                                   |           |                                    |      |                                    |      |                                    |      |                                    |      |

#### **DEFINITIONS:**

#### ON AN "AS AND WHEN REQUESTED" BASIS:

Monday to Friday, includes British Columbia Family Day (excluding weekends and Statutory Holidays).

From: Department of Justice, 840 Howe Street, 9th Floor, Reception, and 666 Burrard Street, 4th Floor, Reception, Vancouver, British Columbia.

#### **BULK SERVICE:**

Serve a legal document or documents on a party/tribunal in separate files and/or serve document(s) on additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address; "and/or" serve as previously and file document(s); "or" file document(s). When filing is requested, it must be completed by close of each respective Court's business hours:

Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, a firm unit cost must be submitted to include all parties and documents served. The lower of Bulk Service rate and regular Individual Service shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

#### Regular service:

Completion of services from over four (4) to six (6) hours from request of service;

#### Rush service

Completion of services from over two (2) to four (4) hours from request of service; and

#### Urgent service:

Completion of services within two (2) hours from request of service.

### 5.0 BULK TRIBUNAL SERVICE AND SERVICE ON THE APPLICANT - ONE (1) FIRM "DAILY PICK-UP"

| Item   | Service                          | Service Area                           | Initial Period Oct. 1, 2017 to Sept. 30, 2018 |           | Option Pe<br>Oct. 1, 20<br>Sept. 30, | 18 to        | Option Pe<br>Oct. 1, 20<br>Sept. 30, | 19 to        | Option Pe<br>Oct. 1, 20<br>Sept. 30, | )20 to       | Oct. 1, 20     | Option Period 4 Oct. 1, 2021 to Sept. 30, 2022 |  |
|--------|----------------------------------|--|---|-----------|--------------------------------------|--------------|--------------------------------------|--------------|--------------------------------------|--------------|----------------|--|--|
| #      | Туре                             |  | Est.<br>Volume                                | Unit Cost | Est.<br>Volume                       | Unit<br>Cost | Est.<br>Volume                       | Unit<br>Cost | Est.<br>Volume                       | Unit<br>Cost | Est.<br>Volume | Unit<br>Cost                                   |  |
| 5.1    | Bulk<br>Tribunal                 | Inside Vancouver<br>Metropolitan Area  | 225   | \$        | 225                                  | \$           | 225                                  | \$           | 225                                  | \$           | 225            | \$   |  |
| 5.2    | Bulk<br>Tribunal                 | Outside Vancouver<br>Metropolitan Area | 25  | \$        | 25                                   | \$           | 25                                   | \$           | 25                                   | \$           | 25             | \$   |  |
| 5.3    | Individual<br>Applicant          | Inside Vancouver<br>Metropolitan Area  | 225   | \$        | 225                                  | \$           | 225                                  | \$           | 225                                  | \$           | 225            | \$   |  |
| 5.4    | Individual<br>Applicant          | Outside Vancouver<br>Metropolitan Area | 25  | \$        | 25                                   | \$           | 25                                   | \$           | 25                                   | \$           | 25             | \$   |  |
| 5.5    | Bulk<br>Applicants               | Inside Vancouver<br>Metropolitan Area  | 225   | \$        | 225                                  | \$           | 225                                  | \$           | 225                                  | \$           | 225            | \$   |  |
| 5.6    | Bulk<br>Applicants               | Outside Vancouver<br>Metropolitan Area | 25  | \$        | 25                                   | \$           | 25                                   | \$           | 25                                   | \$           | 25             | \$   |  |
|        | : All Category sated Volume tire | 5 items per period<br>mes Unit Cost    | \$  |           | \$                                   |              | \$                                   |              | \$                                   | <u>-</u>     | \$             |  |  |
| Evalua | ated Price: Sur                  | n of all Totals                        |   |           |                                      |              | \$                                   |              |                                      |              |                |  |  |

#### **DEFINITIONS:**

#### BULK TRIBUNAL SERVICE and SERVICE ON the APPLICANT- ONE (1) "DAILY FIRM PICK-UP":

Documents to be sorted and served on the Tribunals listed below at the same time and address, in bulk, and subsequently sorted and served on Applicants either individually or in bulk if at the same time and address. Documents are to be returned within three (3) business days.

Monday to Friday, includes British Columbia Family Day (excluding weekends and Statutory Holidays).

From: Department of Justice, 840 Howe Street, 9th Floor, Reception, and 666 Burrard Street, 4th Floor, Reception, Vancouver, British Columbia.

\*A firm unit cost must be submitted to include all documents being served in bulk. The lower of Bulk Service rate and regular IndividualService rate shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

#### INDIVIDUAL SERVICE ON APPLICANT:

Sort and serve a document on an Applicant and return within three (3) business days:

BULK SERVICE ON APPLICANTS: Sort and serve documents on multiple Applicants in bulk, at the same time and address in same or separate files and return within three (3) business days:

\*A firm unit cost must be submitted to include all documents being served in bulk. The lower of Bulk Service rate and regular IndividualService shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

#### **6.0 ADDITIONAL SERVICES**

|   |  |                 |              |            | Option Period 1 |            | Option Period 2 |            | Option Period 3 |            | Option Period 4 |  |
|---|--|-----------------|--------------|------------|-----------------|------------|-----------------|------------|-----------------|------------|-----------------|--|
| Item                                    |  | Oct. 1, 2017 to |              | Oct. 1, 20 |                 | Oct. 1, 20 |                 | Oct. 1, 20 |                 | Oct. 1, 20 |                 |  |
| #                                       | Service Type                           | Sept. 30, 2018  |              | Sept. 30,  |                 | Sept. 30,  |                 | Sept. 30,  |                 | Sept. 30,  |                 |  |
| <del>11</del>                           |  | Est.            | Unit Cost    | Est.       | Unit            | Est.       | Unit            | Est.       | Unit            | Est.       | Unit            |  |
|   |  | Volume          |              | Volume     | Cost            | Volume     | Cost            | Volume     | Cost            | Volume     | Cost            |  |
| ADDIT                                   | TIONAL ATTEMPT(S) (including Affidavit | of Attempte     | d Service) – |            | /ICE            |            |                 |            |                 |            |                 |  |
| 6.1                                     | 2 <sup>nd</sup> Attempt                | 100             | \$           | 100        | \$              | 100        | \$              | 100        | \$              | _ 100      | \$              |  |
| 6.2                                     | 3 <sup>rd</sup> Attempt                | 50              | \$           | 50         | \$              | 50         | \$              | 50         | \$              | _ 50       | \$              |  |
| 3.3                                     | 4 <sup>th</sup> or More Attempts       | 25              | \$           | 25         | \$              | 25         | \$              | 25         | \$              | _ 25       | \$              |  |
|   | NISTRATION FEES FOR CHEQUES ISS        | UED ON BE       | HALF OF D    | OJ – PER   | CHEQUE          |            |                 |            |                 |            |                 |  |
| 6.4                                     | \$500.00 and Under                     | 100             | \$           | 100        | \$              | 10         | \$              | . 10       | \$              | _ 10       | \$              |  |
| 6.5                                     | \$500.01 to \$1,000.00                 | 5               | \$           | 5          | \$              | 5          | \$              | . 5        | \$              | _ 5        | \$              |  |
| 6.6                                     | \$1,000.01 and Over                    | 5               | \$           | 5          | \$              | 5          | \$              | . 5        | \$              | _ 5        | \$              |  |
| CANC                                    | ELLATION AND CREDITING OF CHEQU        | JES – PER       | CHEQUE       |            |                 |            |                 |            |                 |            |                 |  |
| 6.7                                     | \$500.00 and Under                     | 10              | \$           | 10         | \$              | 10         | \$              | . 10       | \$              | _ 10       | \$              |  |
| 3.8                                     | \$500.01 to \$1,000.00                 | 1               | \$           | 1          | \$              | 1          | \$              | . 1        | \$              | _ 1        | \$              |  |
| 5.9                                     | \$1,000.01 and Over                    | 1               | \$           | 1          | \$              | 1          | \$              | . 1        | \$              | _ 1        | \$              |  |
| RETU                                    | RN OF DOCUMENTS SAME DAY - PER         | SERVICE         |              |            |                 |            |                 |            |                 |            | -               |  |
| 3.10                                    | Inside Vancouver Metropolitan Area     | 25              | \$           | 25         | \$              | 25         | \$              | 25         | \$              | _ 25       | \$              |  |
| ΓRAN                                    | SFER FEES – PER SERVICE                |                 |              |            |                 |            |                 |            |                 |            | -               |  |
| 6.11                                    | Outside Vancouver Metropolitan Area    | 25              | \$           | 25         | \$              | 25         | \$              | 25         | \$              | _ 25       | \$              |  |
| MISC                                    | ELLANEOUS SERVICES - FIRM HOURL        | YRATES          |              |            |                 |            |                 |            |                 |            | -               |  |
| 6.12                                    | Inside Vancouver Metropolitan Area     | 25              | \$           | 25         | \$              | 25         | \$              | 25         | \$              | _ 25       | \$              |  |
|   |  |                 |              |            |                 |            |                 |            |                 |            |                 |  |
| Totals: All Category 6 items per period |  | \$              |              | \$         | \$              |            |                 | \$         |                 | \$         |                 |  |
| Estima                                  | ated Volume times Unit Cost            |                 |              |            |                 |            |                 |            |                 |            |                 |  |
|   |  |                 |              |            |                 |            |                 |            |                 |            |                 |  |
| <u>=</u> valua                          | ated Price: Sum of all Totals          |                 |              |            |                 | \$         |                 |            |                 |            |                 |  |

#### **DEFINITIONS:**

ADDITIONAL ATTEMPT(S) (including Affidavit of Attempted Service):

Up to a total of two (2) additional attempts to serve will be made unless instructed otherwise in a Call-up Against Standing Offer.

#### ADMINISTRATION FEES:

An administration fee per transaction for disbursements made by cheque by the Contractor on behalf of the DOJ for Court filing fees, for conduct money made payable to witness that must accompany a served subpoena, for transcript fees and other services.

#### RETURN OF DOCUMENTS SAME DAY, (on an "as requested basis"):

Returning document(s) to: 840 Howe Street, 9th Floor, Reception and/or 5th Floor, Mail Room, and/or 666 Burrard Street, 4th Floor, Reception, Vancouver, British Columbia.

#### TRANSFER FEES:

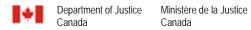
Contractor's transfer fees for making arrangements with sub-contractors, to provide services outside the Vancouver Metropolitan Area (VMA)

#### MISCELLANEOUS SERVICES:

Issuing originating documents, obtaining a signature on Court Orders, obtaining information and/or obtaining copies of documents from Court

# 7.0 EVALUATED PRICE SUMMARY

| Evaluated Price: Sum of All Totals  | \$ |
|---|----|
| 1.0 SCHEDULED SERVICE - TWO (2) FIRM "DAILY PICK-UPS" - INDIVIDUAL SERVICE            | \$ |
| 2.0 SCHEDULED SERVICE - TWO (2) FIRM "DAILY PICK-UPS" - BULK SERVICE                  | \$ |
| 3.0 ON AN "AS AND WHEN REQUESTED" BASIS – INDIVIDUAL SERVICE                          | \$ |
| 4.0 ON AN "AS AND WHEN REQUESTED" BASIS – BULK SERVICE                                | \$ |
| 5.0 BULK TRIBUNAL SERVICE AND SERVICE ON THE APPLICANT – ONE (1) FIRM "DAILY PICK-UP" | \$ |
| 6.0 ADDITIONAL SERVICES   | \$ |
|   |    |
| Evaluated Price: Sum of All Tables  | ¢. |
| (Table 1 + Table 2 + Table 3 + Table 4 + Table 5 + Table 6)                           | \$ |
| Applicable Taxes  | \$ |



# ANNEX "C"

# **ELECTRONIC PAYMENT INSTRUMENTS**

| The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s): |
|--|
| ( ) MasterCard Acquisition Card;   |
| ( ) Direct Deposit (Domestic and International);   |

# ANNEX "D"

## INTEGRITY REGIME VERIFICATION FORM

| Offeror should complete the Form and submit it with their offer. |         |           |                          |  |  |  |  |  |
|--|---------|-----------|--------------------------|--|--|--|--|--|
|  |         |           |                          |  |  |  |  |  |
| Complete Legal Name of Of  | fferor: |           |                          |  |  |  |  |  |
| Offeror's add  | dress:  |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
| Offeror's I  | PBN :   |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
| Directors / Owners *   |         |           |                          |  |  |  |  |  |
| First Name   |         | Last Name | Position (if applicable) |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  |         |           |                          |  |  |  |  |  |
|  | 1       |           | <u> </u>                 |  |  |  |  |  |

# \* Note:

- i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. suppliers that are a partnership do not need to provide a list of names.