



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

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Prosecution Service of Canada**

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

**Proposition aux: Service des poursuites pénales du Canada**

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

**Instructions : See Herein**  
**Instructions: Voir aux présentes**

**Issuing Office – Bureau de distribution**

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

<b>Title – Sujet</b> Services for Quebec Justice Process Servers – Quebec region	
<b>Solicitation No. – N° de l’invitation</b>	<b>Date</b>
1000023904	September 8 <sup>th</sup> , 2017
<b>Solicitation Closes – L’invitation prend fin at – à</b> 2:00PM on – October 23 <sup>th</sup> , 2017	<b>Time Zone</b> Fuseau horaire EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à :</b> <a href="mailto:ppsc-sppc.acquisitions@ppsc-sppc.gc.ca">ppsc-sppc.acquisitions@ppsc-sppc.gc.ca</a>	
<b>Telephone No. – N° de téléphone :</b> 613-668-9501	
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> See Herein	
<b>Delivery required - Livraison exigée</b> See Herein	
<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l’entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur</b>	
<b>(type or print)/ (taper ou écrire en caractères d’imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

At the date of bid closing, the following conditions must be met:

- a) The Bidder must hold a valid organization security clearance as indicated in Part 6 – Resulting Contract Clauses;
- b) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses; and
- c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites

**1.1.1** For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **1.2 Statement of Work**

The work to be performed is detailed in Annex A, Statement of Work

### **1.3 Summary**

The PPSC's Regional Office requires the services of Process Servers to pick up, sort and issue legal documents, to serve individuals, legal representatives and/or corporations and to file a number of different types of legal documents, with various courts and tribunals in the Province of Quebec, on a "firm daily" basis, and on an "as and when requested" basis.

The legal documents to be served may include, but are not limited to, replies, statements of claim, statements of defence, lists/affidavits of documents, notices of appearance, summons, affidavits, subpoenas, factums, motions, letters or any other process and/or document for which service is deemed necessary. All services provided must be in compliance with the applicable rules of court in each case.

A significant volume of processes and/or legal documents may need to be served and/or filed with the Court. In some cases, there may be more than twenty (20) documents to process in a given day (with most needing to be served at the same place and at the same time). The Bidder will therefore have to ensure that it will be able to respond adequately to a high volume of requests within the prescribed timeframes.

### **1.4 Debriefings**

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

### **1.5 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) (2017-04-27) incorporated by reference above is deleted in its entirety and replaced with the following:

- a) at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

Bids must be submitted electronically to Public Prosecution Service of Canada at [ppsc-sppc.acquisitions@ppsc-sppc.gc.ca](mailto:ppsc-sppc.acquisitions@ppsc-sppc.gc.ca) to the attention of the Contracting Authority identified in the bid solicitation and in Part 6 - Resulting Contract Clauses, article 6.1, by October 23<sup>th</sup>, 2017 at 2:00pm local Ottawa time.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

This clause is to identify and Bidder who may be a former Public Servant for:

- a) approval purposes when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#);
- b) the application of the \$5,000 contract fee limit, including Applicable Taxes, when the successful bidder is a former public servant, including former members of the Canadian Forces and the Royal Canadian Mounted Police, in receipt of a lump sum payment pursuant to a work force adjustment program; and
- c) to advise the successful bidder that the published proactive disclosure reports will include information to indicate if the successful bidder is a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension.

Providing this information is a condition precedent to contract award as opposed to a mandatory requirement for evaluation purposes.

For more information, consult sections [3.90 Former Public Servants](#) and [7.65 Proactive Disclosure](#) of the [Supply Manual](#). Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the



time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;



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

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to [ppsc-sppc.acquisitions@ppsc-sppc.gc.ca](mailto:ppsc-sppc.acquisitions@ppsc-sppc.gc.ca) no later than five (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 Applicable Laws and Legislations concerning Quebec Justice Process Servers

### [H-4.1: Court Bailiffs Act](#)

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

### [H-4.1,r.3 Code of ethics of bailiffs](#)

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

### [H-4.1,r.5 Regulation respecting the committee on training of court bailiffs](#)

### [H-4.1,r.6 Regulation respecting trust accounting by bailiffs and the indemnity fund of the Chambre des huissiers de justice du Québec](#)

### [H-4.1,r.7.1 Regulation respecting the terms and conditions for the issue of a permit by the Chambre des huissiers de justice du Québec](#)



[H-4.1,r.8 Regulation respecting the practice of the profession of bailiff within a partnership or a joint-stock company](#)

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

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

[H-4.1,r.11 Regulation respecting equivalence standards for the issue of permits by the Chambre des huissiers de justice du Québec](#)

[H-4.1,r.12 Regulation respecting the conciliation and arbitration procedure for the accounts of court bailiffs](#)

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

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

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

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

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





## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separate sections as follows:

- Section I: Technical Bid electronic copy in Adobe .pdf format
- Section II: Financial Bid electronic copy in Adobe .pdf format
- Section III: Certifications electronic copy in Adobe .pdf format

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

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

- formatted to print on 8.5 x 11 inch (216 mm x 279 mm) paper;
- use a numbering system that corresponds to the bid solicitation

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex C, Basis of Payment and include it in its financial bid. This bid must include other costs, other than those fixed in the [Tariff of fees and transportation expenses of bailiffs](#) and the [2017 Tariff of Professional Fees](#). The total amount of Applicable Taxes must be shown separately.

#### Section III: Certifications

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

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

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

### 3.2 Electronic payment of invoices – Bid

The Contractor is recommended to complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at contract award. The form can be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.





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

**4.1 Evaluation Procedures**

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

**4.2 Technical Evaluation**

**4.2.1 Mandatory Technical Criteria**

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

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

**Mandatory Technical Criteria (MT)**  
 For the purpose of the mandatory technical criteria specified below, the experience of the Bidder\* will be considered.

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

Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	<p><b>Company and all personnel proposed</b>            The Bidder, and all process servers employed by it, must have a valid permit to practice the profession of process server and must appear on the list of process servers appearing on the Web site of the <a href="https://www.huissiersquebec.qc.ca/Recherche-huissiers">Chambre des huissiers de justice du Québec</a> (<a href="https://www.huissiersquebec.qc.ca/Recherche-huissiers">https://www.huissiersquebec.qc.ca/Recherche-huissiers</a>).</p>			
MT2	<p><b>Company experience</b>            The Bidder must show in its proposal that it has a minimum of five (5) years' experience in providing Quebec justice process server services to at least three (3) different clients over the past three years.</p> <p>To support this experience, the following information must be provided:</p> <ul style="list-style-type: none"> <li>a. the name of the client organization;</li> <li>b. the name, title and telephone number of the contact person;</li> <li>c. a brief description of the services provided; and</li> <li>d. the start and end dates of the work.</li> </ul>			



<p><b>MT3</b></p>	<p><b>Experience of personnel</b> The Bidder must show in its proposal that the thirty (25) proposed process servers have at least two (2) years' experience in providing Quebec justice process server services.</p> <p>The list for EACH proposed personnel member must include the following information:</p> <ul style="list-style-type: none"> <li>a. the name of the process server;</li> <li>b. the date of the process server's admission to the profession;</li> <li>c. his or her knowledge of serving processes issuing from any court or tribunal, executing legally binding decisions and performing any other duty delegated to process services by legislation or by a court.</li> </ul>			
<p><b>MT4</b></p>	<p><b>Offeror quality assurance</b> The Bidder must show in its proposal details on hiring practices for Quebec justice process server by outlining the selection process, i.e. qualifications and:</p> <ul style="list-style-type: none"> <li>a. how work is assigned;</li> <li>b. how work is monitored; and</li> <li>c. how issues/problems are solved.</li> </ul>			

**4.2.2 Point Rated Technical Criteria**

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

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



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

<b>MANDATORY RATED (TC)</b>					
<b>For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.</b>					
<b>"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.</b>					
Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)	Cross Reference to Proposal	Number
<b>RT1</b>	<p><b>Company experience</b> The Bidder must show in its proposal that it has a minimum of five (5) years' experience in providing Quebec justice process server services to at least three (3) different clients over the past three years.</p> <p>To support this experience, the following information must be provided:</p> <ul style="list-style-type: none"> <li>a. the name of the client organization;</li> <li>b. the name, title and telephone number of the contact person;</li> <li>c. a brief description of the services provided; and;</li> <li>d. the start and end dates of the work.</li> </ul>	<ul style="list-style-type: none"> <li>a. has 5 to 10 years' experience (25 points);</li> <li>b. has more than 10 years' experience (50 points).</li> </ul>	<b>50 points</b>		
<b>RT2</b>	<p><b>Experience of personnel</b> The Bidder must show in its proposal that it has a minimum of twenty-five (25) proposed process servers have a minimum of two (2) years' experience in providing Quebec justice process server services.</p> <p>The list for each proposed personnel member must include the following information:</p> <ul style="list-style-type: none"> <li>a. the name of the process server;</li> <li>b. the date of the process server's admission to the profession.</li> <li>c. his or her knowledge of serving processes issuing from any court or tribunal, executing legally binding decisions and performing any other duty delegated to process services by legislation or by a court.</li> </ul>	<ul style="list-style-type: none"> <li>a. has 25 to 30 process servers with at least two (2) years' experience (15 points);</li> <li>b. has 31 to 35 process servers with at least two (2) years' experience (30 points);</li> <li>c. has more than 35 process servers with at least two (2) years' experience (50 points)</li> </ul>	<b>50 points</b>		



### 4.3 Financial Evaluation

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

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

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

- a) all travel and living expenses for work performed within the Montreal Metropolitan Region (MMR). The MMR – counts 14 regional municipal counties (RMC), distributed in five administrative regions (Montreal, Laval, Montérégie, Laurentides and Lanaudière), among which two population sectors (Montreal, Longueuil) as well as two municipalities (Laval and Mirabel). For further details, refer to website: <http://www.metropole.gouv.qc.ca/portrait-region/index.asp>;
- b) any travel expenses for travel between the Contractor's place of business and the PPSC;
- c) any other fee that the Bidder may charge which is not specified in the [Tariff of fees and transportation expenses of bailiffs \(H-4.1, r.14\)](#) and the [2017 Tariff of Professional Fees \[in French only\]](#).

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

### 4.4 Basis of Selection

4.4.1 SACC Manual Clause [A0027T](#) , Basis of Selection – Highest Combined Rating of Technical Merit and Price.

4.4.1.1 To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all mandatory criteria; and
- c) Obtain the required minimum of 40 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

4.4.2 Bids not meeting a), b), or c) will be declared non-responsive;

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

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

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

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

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

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



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

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



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

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

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

#### 5.2.3 Status and Availability of Resources

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



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

\_\_\_\_\_  
Authorized Firm's Signature

\_\_\_\_\_  
Date

**5.2.4 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

\_\_\_\_\_  
Authorized Firm's Signature

\_\_\_\_\_  
Date





## PART 6 – RESULTING CONTRACT CLAUSES

### 6.1 Security Requirement

#### Common PS SRCL #6 Security Clauses:

#### Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

- 6.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 6.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 6.1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 6.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 6.1.5 The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex G;
  - b) *Industrial Security Manual (Latest Edition)*

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010B \(2016-04-04\)](#), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract

### 6.4 Contract Period

#### 6.4.1 Period of Contract

The period of the Contract is from date of Contract to August 31, 2018 inclusive.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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



## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Edith Hamann  
Title: Acquisitions Officer  
Address: 284 Wellington Street  
Place Bell Centre  
Ottawa, Ontario K1A 0H8  
Telephone: 613-668-9501  
E-mail address: [ppsc-sppc.acquisitions@ppsc-sppc.gc.ca](mailto:ppsc-sppc.acquisitions@ppsc-sppc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

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

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

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

### 6.5.3 Technical Authority

The Technical Authority for the Contract is:

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

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

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



#### 6.5.4 Contractor's Representative

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

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail address:

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

#### 6.7 Payment

##### 6.7.1 Basis of Payment

###### Professional Fees

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

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

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

The court may, under certain conditions, accept a written statement as testimony (art. 294.1 C.C.P.). A process server's ascertainment is a value-added written statement. Moreover, a judge may, on his or her own initiative, a certified report (ascertainment) by a competent person designated by the judge (art. 982 C.C.P.). This report is normally done by a Quebec justice process server.

The Supplier will be paid its costs reasonably and properly incurred in the performance of the work, as determined in accordance with Contract Cost Principles 1031-2 following an audit by the Government of Quebec. In addition, a tariff adopted by the government specifies professional fees that process servers are required to claim from their clients or from debtors when they serve a legal document or execute a judgment by means of a writ or warrant ([Tariff of fees and transportation expenses of bailiffs, c. H-4.1, r. 14](#)), and a tariff adopted by the Chambre des huissiers de justice du Québec, pursuant to the *Professional Code*, states the fair and reasonable fees within the meaning of section 33 of the *Code of ethics of bailiffs* that a process server claims after having agreed upon them with his or her client for professional acts that are not specified in the tariff adopted by the government. It provides compensation for, among other things, an exponential increase in the costs of using a motor vehicle and in general operating costs ([2017 Tariff of Professional Fees \[in French only\]](#)). The results and findings of the government's audit will be conclusive.

##### 6.7.1.1 Return of Documents

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



#### 6.7.1.2 Fees Payable on Behalf of the PPSC

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

With respect to court filing fees, the Supplier must follow the applicable filing procedures for each court. The court filing fees differ from court to court and are dependent on the type of document. It is up to the Supplier to know the current court filing fees.

On occasion, the Contractor may be requested to obtain and copy legal document(s) from the Court(s). Any fees related to such requests will be reimbursed by the PPSC.

#### 6.7.1.3 Transfer Fee to another Contractor outside the Coverage Sector

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

#### 6.7.1.4 Travel and Living Expenses

The Contractor will be reimbursed for travel and living expenses, pre-approved by the Technical Authority, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board [Travel Directive](#), and with the other provisions of the directive referring to "travellers," rather than those referring to "employees." All payments are subject to government audit.

#### 6.7.1.5 Other Direct Expenses

Subject to prior approval by the Technical Authority or Designated Representative, the Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

#### 6.7.2. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*To be inserted at contract award*). 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:

When it is 75 percent committed, or

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.



### 6.7.3 Method of Payment

#### 6.7.3.1 Monthly Payment

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

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

### 6.7.4 SACC Maunual Clauses

[C0705C](#) (2010-01-11) – Discretionary Audit

### 6.7.5 Payment by Direct Deposit

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

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

The Contractor may amend their direct deposit registration by completing and submitting the Recipient Electronic Payment Registration Request Form to the Contracting Authority. The form can be found from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

### 6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a) An invoice in triplicate must accompany each return of service, including the original process if court filing was not requested;
- b) A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c) Invoices must be submitted to us within 24 to 48 hours of the service.

Invoices must be distributed as follows:

- a) The original must be forwarded to the following address for certification and payment.  
PPSC – Québec Regional Office  
200 boul. René-Lévesques Ouest, Tour Est, 9<sup>e</sup> étage, Montréal, QC H2Z 1X4  
Attn : Carmen Gasse

### 6.9 Certifications

#### 6.9.1 Compliance

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



### 6.9.2 Federal Contractors Program for Employment Equity – Default by the Contractor

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

### 6.10 Applicable Laws

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

### 6.11 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### 6.12 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### 6.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions [2010B \(2016-04-04\)](#) General Conditions – General Conditions - Professional Services (Medium Complexity);
- c) Annex A - Statement of Work
- d) Annex B - Professional Services Request for Quebec Justice Process Server
- e) Annex C - Basis of Payment
- f) Annex D - Fees or non-taxable disbursements Report
- g) Annex E - Non-Disclosure Agreement
- h) Annex F - Recipient Electronic Payment Registration Request
- i) Annex G – Security requirements check List (SRCL)
- j) the Contractor's bid dated \_\_\_\_\_. *identified at Contract award*





## ANNEX A, STATEMENT OF WORK

### 1 TITLE

Quebec Justice Process Server Services for the Public Prosecution Service of Canada – Quebec Regional Office.

### 2 OBJECTIVE

The purpose of this procurement is to establish a contract with a contractor to provide Quebec justice process server services for the Public Prosecution Service of Canada (PPSC) – Quebec Regional Office.

### 3 BACKGROUND

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

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

A significant volume of legal documents and court documents that must be served and/or filed should vary in size in number, and there may be a rather sizable volume of urgent requests. In the case of one high-volume user, there could be more than twenty (20) documents to process in a single day (with most being served at the same place and at the same time). The Contractor will therefore have to ensure that it will be able to respond adequately to requests for the entire QRO within the prescribed timeframes.

### 4. TASKS/DETAILED SERVICES

The Contractor must:

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

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

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

- "Firm Daily Pick-up"; and
- "As and When Requested" - Urgent Service.

#### 4.1 Business Practices

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

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

A service request form will have instructions with respect to the services required (e.g. the name, address and type of documents to be served, where the documents are to be filed, and the timeframe for the service). Sufficient quantities of this form must be provided by the Contractor.

The Contractor may be instructed on the service request form to telephone the requester to confirm that the documents were served and/or filed by a stated time and/or to 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 applicable rules of court 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.

#### **4.2 Return of Documents**

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

#### **4.3 Proof of Service**

The Contractor must provide to the specific Authorized Representative, within the required timeframe, proof that service was effected (this timeframe may be within thirty (30) minutes, if urgent, or forty-eight (48) hours of an order requesting service). The Contractor must prepare an affidavit/report of service, sworn before a person authorized to witness oaths, and send the affidavit to the Project Authority or Authorized Representative within the required timeframe (maximum of forty-eight (48) hours) after service is completed.

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

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

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

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

#### **4.4 Additional Attempts**

In rare cases, where the Contractor is unsuccessful in serving a party or parties, the Contractor is to make up to two (2) additional attempts within the identified timeframe. If the Contractor is still unsuccessful, then the Contractor must contact the Project Authority or Authorized Representative for further instructions, to either make another attempt or complete an affidavit of attempted service.

#### **4.5 Fees Payable on Behalf of the PPSC - Court Filing Fees, Conduct Fees, Transcript Fees and other Services Requested**

The Contractor will be responsible for paying court filing fees, conduct fees, transcript fees and fees for other services requested, by cheque, on behalf of the PPSC. Any such fees will be reimbursed by the PPSC.

With respect to court filing fees, the Contractor must follow the applicable filing procedures for each of the different courts. The court filing fees differ from court to court and are dependent on the type of document. It is up to the Contractor to know the current court filing fees.

#### **4.6 Transfer Fee to Another Contractor Outside the Coverage Sector**

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



**4.7 Loss or Damage**

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

**4.8 Performance**

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

**4.9 Coverage Sector**

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

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

**5. MEETINGS**

No meetings will take place.

**6. DELIVERABLES**

**6.1 "Firm Daily Pick-up" – Regular Service**

The Contractor must provide the PPSC with a service request ticket so that the necessary details can be entered: date, name and court number of the case, name and telephone number of the requester, details of the service requested and the timeframe.

The Contractor is required to pick up, sort, issue, serve and file various legal documents, on a "firm daily" basis. The pick-up location is: 200 René-Lévesque Blvd. West, East Tower, 9th Floor, Montreal, QC, H2Z 1X4. Given the security measures established for the Guy Favreau Complex, the Contractor will not be authorized to access the floor. The Contractor must contact Reception on the 9<sup>th</sup> Floor by telephone, and someone will come down to receive or hand over the documents.

There will be at least three (3) firm daily pick-ups, i.e. at 10:00 a.m., 2:00 p.m. and 4:00 p.m., Monday to Friday (not on weekends or statutory holidays).

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

**6.2 "As and When Requested" – Urgent Service**

The Contractor is required to pick up, sort, issue, serve and file various legal documents as and when requested, for urgent requirements. Confirmation of service and filing may be requested as required. On rare occasions, the timeframe for the service may be 30 minutes.

**7. LANGUAGE REQUIREMENTS**

The work will be done in French.

**8. WORK PLACE**

Province of Québec.



**ANNEX B, PROFESSIONAL SERVICES REQUEST**

**QUEBEC JUSTICE PROCESS SERVER**

**Date:** \_\_\_\_\_  
**File #:** \_\_\_\_\_  
**Case #:** \_\_\_\_\_  
**File Name:** \_\_\_\_\_  
**Originator:** \_\_\_\_\_  
**Telephone #:** \_\_\_\_\_

**Services on and/or Executions :**

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

**Court Work :**

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

**Produce Today – No Later:**

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

**Stamp :** \_\_\_\_\_

**Abridge time – Today No Later:** \_\_\_\_\_

Abridge time tomorrow: \_\_\_\_\_

**Endorse Today - No Later:**

Endorse at the latest on: \_\_\_\_\_  
 Regular: \_\_\_\_\_

**Confirmation**

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**ANNEX C, BASIS OF PAYMENT**

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

Tariffs/fees (updated each year on January 1)

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

This tariff adopted by the government specifies professional fees that process servers are required to claim from their clients or from debtors when they serve a legal document or execute a judgment by means of a writ or warrant.

[2017 Tariff of Professional Fees \[in French only\]](#). (updated each year on January 1)

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

Description	Initial Period From Award Date to August 31, 2018	Option 1 September 1, 2018 to August 31, 2019	Option 2 September 1, 2019 to August 31, 2020	Option 2 September 1, 2020 to August 31, 2021
<b>Other Professional Costs that may be claimed :</b>				
<b>SUB-TOTAL</b>				
<b>GST</b>				
<b>QST</b>				
<b>TOTAL</b>				



**ANNEX D, FEES AND/OR NON-TAXABLES DISBURSEMENTS REPORT**

**PROFESSIONAL FEES FOR QUEBEC JUSTICE PROCESS SERVERS (January 1st, 2017\*)**

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

Province of Quebec District of Court No:	<p align="center"><b>Report of fees and/or non-taxables disbursements paid to your account in this file</b></p> <p align="center">Tariff of Professional Fees, section 4, adopted by the Conseil d'administration de la Chambre des huissiers de justice du Québec under the authority of paragraph 120 of section 86.0.1 of the <i>Professional Code</i>, R.S.Q. c. C-26)</p>
Applicant  v.	<p>Please note that fees and, as required, disbursements, were paid to your account for professional services that we made at your request</p> <p align="center"><b>Description of services</b></p>
Respondent  Fees: Disbursements: (describe them)  <b>Sub-total :</b> GST No QST No  <b>Total :</b>  Client : (Name of client)  <p align="center"><b>Firm name</b>          Process server          Address          Telephone and fax nos</p>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol> <p>Total fees and disbursements from this report is:</p> <p align="center">Your city, date</p> <p align="center">Signature of the process server or the person in charge of accounts</p>

i.c. (H-4.1, r.1)

ii Resolution CA2012-1060

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



**ANNEX E, NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Number \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by Public Prosecution Service of Canada and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Number:  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ANNEX F, VENDOR INFORMATION AND AUTHORIZATION FORM**

**1.0 Firm Organization's Profile**

You are requested to provide the certificate of incorporation and provide the information listed below:

Legal Corporate Name of the Bidder: \_\_\_\_\_  
Operating as: (if applicable) \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Complete Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Registered or Incorporated: Federally: Yes  No  Provincially: Yes  No

Sole Proprietorship  Partnership  Corporate Entity

Business Number \_\_\_\_\_  
Procurement Business Number: \_\_\_\_\_  
Owner(s) of the Firm: \_\_\_\_\_

**2.0 List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder MUST provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

- Yes, Subcontractors will be used. See list below.
- No, Subcontractors will not be used.

**Subcontractors:**

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





ANNEX G, SECURITY REQUIREMENTS CHECK LIST (SRCL)

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - RENSEIGNEMENTS CONTRACTUELS**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Service des poursuites pénales du Canada SRQ - MJ

2. Branch or Directorate / Direction générale ou Direction: \_\_\_\_\_

3. a) Subcontract Number / Numéro du contrat de sous-traitance: \_\_\_\_\_ 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant: \_\_\_\_\_

4. Brief Description of Work / Brève description du travail: Services d'usagers de justice

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial contract or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

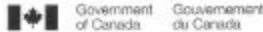
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays: _____	Specify country(ies) / Préciser le(s) pays: _____	Specify country(ies) / Préciser le(s) pays: _____

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TR56CT 300-100(2004/12) Security Classification / Classification de sécurité

Canada



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B (PERSONNEL) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation adéquate peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Table with columns for Categories, Protected, Classified, NATO, and COMSEC. Rows include Information / Assets, IT Media, IT Link, and IT Equipment.

- 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

TBS/SCT 300-103(2004/12)

Security Classification / Classification de sécurité

