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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with this solicitation. For additional information, consult Part 6 – Resulting Contract Clauses and Annex C.

2. Summary

Canada is seeking to establish a contract for Process Serving Services – Ontario Regional Office as defined in Annex A, Statement of Work, for one (1) year and by up to four (4) additional one (1) year periods options.

3. Debriefings

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

4. Key Terms

“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).

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

“PPSC” – is defined as the Public Prosecution Service of Canada.

“Greater Toronto Area (GTA)” is defined as the City of Toronto and the cities and towns in the following regional municipalities: Halton, Peel, York and Durham.

“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.

“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.



PART 2 - BIDDER INSTRUCTIONS

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>) issued by Public Services and Procurement Canada (PSPC) and the Department of Justice Website at <http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/>.

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

Delete: sixty (60) days

Insert: one-hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted electronically to Public Prosecution Service of Canada (PPSC) Acquisition Management Division by **Monday, October 16, 2017 at 2:00 PM Eastern Standard Time (EST)** at ppsc-sppc.acquisitions@ppsc-sppc.gc.ca.

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

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)
Section II: Financial Bid (1 electronic copy)
Section III: Certifications (1 electronic copy)

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:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation; and
- c) page numbering must be used on the bottom right of each page of the proposal.

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

Bidders should include the following information in their financial bid by completing Annex E, Firm Organization's Profile and Subcontractors and include it with their bid:

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

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



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

Bidders must provide in their financial bid a price breakdown as detailed in Annex B, Basis of Payment.

Section III: Certifications

Bidders must submit the required certifications under Part 5 – Certifications.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) The evaluation team will determine first if there are bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

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

| Criterion | Description | Met/ Not met | Cross Reference to Proposal |
|-----------|---|-----------------|--------------------------------|
| MT1 | <p>Firm's Experience</p> <p>The Bidder must have a minimum of five (5) years experience in the last seven (7) years providing process serving services which include, but are not limited to, serving legal documents to individuals, corporations and/or legal representatives, serving subpoenas to witnesses and to inmates in a criminal institution and filing legal documents with various Courts and/or Tribunals in Ontario.</p> <p>The Bidder must provide, at bid closing, a minimum of three (3) references of clients, over the past five (5) years. Each reference must contain the following information:</p> <ul style="list-style-type: none"> 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 resources provided; and | | |



| | | | |
|-------------|--|--|--|
| | f) the volume of documents served and/or filed. | | |
| MT2 | <p>Firm's Quality Assurance</p> <p>The Bidder must provide, at bid closing, their performance and quality management methodology to ensure that they are able to meet the requirements of the PPSC.</p> | | |
| MT 3 | <p>Experience of Personnel - Supervisor</p> <p>The Bidder must demonstrate within the proposed supervisor's resume that they possess a minimum of three (3) years experience in the last five (5) years supervising Process Servers.</p> <p>The Bidder must demonstrate within the proposed Supervisor's résumé; the following information:</p> <ul style="list-style-type: none"> a) the name of the client organization(s) b) the Project Authority name, title, telephone number for each client organization; 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. | | |
| MT 4 | <p>Experience of Personnel – Process Servers (minimum 5 resources)</p> <p>The Bidder must demonstrate within the proposed Process Servers resumes that they EACH possess a minimum of three (3) years experience within the last five (5) years providing process serving services and filing legal documents with various Courts and/or Tribunals in Ontario.</p> <p>The Bidder must demonstrate within EACH proposed Process Server's résumé, the following information:</p> <ul style="list-style-type: none"> 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. <p>Note: The Process Servers may be employees or Subcontractors of the Prime Contractor. In either case each</p> | | |



| | | | |
|-------------|--|--|--|
| | Process Server must have the minimum years of experience as stated above. | | |
| MT 5 | <p>Affidavit of Service (Proof of Service)</p> <p>The Bidder must provide, at bid closing, their methodology for submitting a properly commissioned Affidavit of Service (Proof of Service) or Affidavit of Attempted Service where appropriate, which complies with the applicable <i>Rules of Court</i>.</p> | | |
| MT 6 | <p>Security Requirement</p> <p>The Bidder must demonstrate that security screening requirements have been met and/or is undergoing sponsorship for security screening with PWGSC Industrial Security Directorate (CISD).</p> <p>Note: Sponsorship can be obtained by communicating with the identified PPSC Contracting Authority.</p> | | |

1.1.2 Point Rated Technical Criteria

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

| Criterion | Description | Points Allocated | Scoring Methodology | Cross Reference |
|-------------------------------------|--|--------------------------------------|---|-----------------|
| RT1 | <p>Location of office</p> <p>The Bidder should identify in their proposal which PPSC regional areas identified in Annex "G" Office Location they are able to service.</p> | 30 | GTA = 10 pts Waterloo = 10 pts London = 10 pts <i>Minimum 10 points required</i> | |
| Total Maximum Technical Points = 30 | | Overall Minimum Points Required = 10 | | |
| | | Total Bidder Score = | | |

1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

For the purposes of bid evaluation, Basis of Payment, Annex B will be used. The Bidder must provide an all inclusive price for the type of services being proposed in accordance with the bid solicitation, for the initial contract period and option periods.



For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment, Annex B.

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

2.1.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria; and
- c) obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 30 points.

2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

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

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

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

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

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

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

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

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



3. Security Requirement

1. Before award of a contract, 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 site(s) must meet the security requirement 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.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should contact the Contracting Authority for further information.

4. Financial Capability

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.



- d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
 5. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).
 6. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).



5. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1.1 Former Public Servant Certification

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

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.

a.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** **No**

If so, the Bidder must provide the following information:

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

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

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.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Authorized Firm's Signature

Date



1.2 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

Authorized Firm's Signature

Date

1.3 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

1.4 Canadian Content Certification Definitions

- Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [North American Free Trade Agreement](#) (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the [Supply Manual](#).)
For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6. (a)).
- Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a



minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
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 Annex 3.6.(9), Example 2, of the [Supply Manual](#).
6. **Other Canadian goods and services:**
 - a. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
 - i. MERIT Partner under the [MERIT Partnership Program](#) (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
 - ii. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
 - iii. [CIRCLE Canada](#) companies as agreed on by IC and PWGSC.
 - b. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

Authorized Firm's Signature

Date



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

- 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) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 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 _____;
 - b) *Industrial Security Manual* (Latest Edition).

2. Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses: *(to be insert at time of award)*.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

3. Statement of Work

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



4. Standard Clauses and Conditions

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Department of Justice (DOJ) Terms and Conditions.

4.1 An electronic version of the SACC Manual is available on the Buy and Sell Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

4.2 An electronic version of the Department of Justice (DOJ) Contract Terms and Conditions is available on the Department of Justice Website: <http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/index.html>

4.3 General Conditions

[General Conditions – Professional Service – Long Form Contract](#), apply to and form part of this Contract.

4.4 Non-disclosure Agreement A9126C (2010-08-16)

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

5 Contract Period

5.1 Period of Contract

The period of the Contract is from date of Contract award to March 31, 2018.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) 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 option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6 Termination on Thirty (30) Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7 Authorities

7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nathalie Simon
Title: Acquisition officer
Address: 284 Wellington Street
Place Bell Centre
Ottawa, Ontario K1A 0H8
Telephone: 63-716-2394
E-mail address: ppsc-sppc.acquisitions@ppsc-sppc.gc.ca

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

7.2 Technical Authority

The Technical Authority for the Contract is:

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

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

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

7.3 Contractor's Representative

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

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



8 Payment

8.1 Basis of Payment – Firm Price Services

Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price(s), [as specified in Annex B, Basis of Payment](#). Customs duties are included and applicable taxes are extra.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php), (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority or Designated Representative. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- a) Work performed within the Greater Toronto Area (GTA), which is defined by the City of Toronto and the cities and towns in the following regional municipalities: Halton, Peel, York and Durham;
- b) Any travel between the Contractor's place(s) of business and the regions name above; and
- c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm all-inclusive rates for professional fees specified in Annex B.

Other Direct Expenses

Subject to **prior approval by the Project 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

8.2 Subcontracts

The Contractor will be reimbursed the expenses for subcontracts reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of a copy of the invoice (supported by receipt vouchers (as applicable) the contractor received from the subcontractor.



8.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ *(to be advised at time of award)*. Customs duties are included and applicable taxes are extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.

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

8.4 Applicable Taxes



Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable



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)

Form with multiple sections: 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. Subcontract Number and Name, 4. Brief Description of Work, 5-7. Security and access requirements, 7.a. Information type, 7.b. Release restrictions, 7.c. Level of information.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



total contract amount. Applicable taxes are to be shown as separate items on all invoices and



claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

9. Method of 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.

10. Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
The original copy must be forwarded to the Technical Authority.

11. Certifications

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.

11.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if



requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

11.2 Status and Availability of Resources

The Contractor 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 Contractor may propose a substitute with similar qualifications and experience. The Contractor 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 Contractor: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor 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 Contractor must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Contractor and of his/her availability.

11.3 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

12. Priority of Documents

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

- a) the Articles of Agreement;
- b) the General Terms – Professional Services
- c) Annex A - Statement of Work;
- d) Annex B - Basis of Payment;
- e) Annex C - Security Requirements;



- f) Annex D - Insurance Requirements;
- g) Annex E - Firm Organization's Profile and Subcontractors;
- h) Annex F - Non-Disclosure Agreement;
- i) Annex G – Office Locations
- j) the Contractor's bid/proposal/quote dated _____ (*insert date of bid*).



ANNEX A, STATEMENT OF WORK

1.0 TITLE

Process Servers – Ontario Regional Office

2.0 BACKGROUND

The Public Prosecution Service of Canada (PPSC) is responsible for prosecuting offences under more than 50 federal statutes and for providing prosecution-related legal advice to law enforcement agencies. Cases prosecuted by the PPSC include those involving drugs, organized crime, terrorism, tax law, money laundering and proceeds of crime, crimes against humanity and war crimes, *Criminal Code* offences in the territories, and a large number of federal regulatory offences.

To this end, the PPSC Ontario 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 Ontario 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 Ontario 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 Ontario, 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.

3.0 OBJECTIVE

The PPSC, Ontario 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 Ontario Region, 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, 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*.

There are two (2) types of service requirements: on a “firm daily pick-up” basis and on an “as and when requested” basis.

3.1a “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 location are:

- 130 King Street, West, Suite 3400, Toronto, Ontario.
- 7685 Hurontario Street, 4th floor, Brampton, Ontario.

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

3.1b “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, Monday to Friday, including Ontario Family Day (excluding weekends and statutory holidays).

The pick-up locations are:

- 60 Queen Street, West, Suite 351, Toronto, Ontario
- 15 Duke Street, East, Suite 202, Kitchener, Ontario
- 465 Richmond Road, London, Ontario
- 345 Harry Walker Parkway, South, Newmarket, Ontario

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.

4.0 TASKS

The Contractor must delivered the below mentioned services:

1. Pick up legal documents at the PPSC 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 Technical if there are any problems with service;
 - vii. Make arrangements with Process Service Providers to serve and/or file documents outside the GTA;



- viii. Disburse fees on behalf of PPSC for Conduct Money, Court Filing, Transcripts and other Court Services, as requested; and
 - ix. Obtain signatures on Court Orders.
3. In filing the various types of documents, the Contractor **must** follow the filing procedures of each of the different Courts.
 4. 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.
 5. In 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.
 6. Return document(s) must be returned to the requesting PPSC office the next business day with the exception of 130 King Street West, Suite 3400 which need to be returned no later than 10:00 am the next business day.
 7. Attend meetings to review performance on an as and when requested basis. The meetings will take place at the main GTA PPSC office location.

5.0 RESPONSIBILITIES

5.1 PPSC Responsibilities

PPSC will provide the Contractor with the following information for the “firm daily pick-ups” and the “as and when requested” requirements.

- i- A Memo with instructions will be provided to the Contractor. Instructions will contain the following:
 - a) The services required. For example, the name, address and type of legal document(s) to be served, where the document(s) are to be filed, and the timeframe for the service.
 - b) The telephone number of the Technical Authority 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.

5.2 Contractor Responsibilities

- i- It is the Contractor’s responsibility to be aware of the operating hours of each respective Court where documents are to be filed.
- ii- The Contractor is responsible to prepare and commission an Affidavit of Service and an Affidavit of Attempted Service, in accordance with the law. The PPSC will NOT be responsible for preparing or commissioning Affidavits of Service or Affidavits of Attempted Service.



- iii- Fees Payable on behalf of the PPSC
 - a) The Contractor is responsible to pay 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 approved receipts.
 - b) 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.
 - c) When the Contractor is requested to make a cheque payable to a witness, which will be attached to the subpoena being served, the requesting memo will indicate the name and the cheque amount.
 - d) The Contractor will be reimbursed by PPSC for the cheque amount payable.
 - e) 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.
 - f) Should the Contractor require the services of another Process Service firm to serve, serve and file and/or file outside the GTA, then a transfer fee may be charged to PPSC.
- iv- The Contractor must take all necessary precautions to ensure documents are not lost, and/or damaged while under their care, custody and control.
- v- 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 Contracting Authority immediately in writing. Should the Contracting Authority in their sole discretion, determine that the Contractor has a conflict of interest; PPSC will have the right to terminate the Contract forthwith or set aside the Contract.

6.0 DELIVERABLE

6.1 Proof of Service

The Contractor must provide proof of service to the specific Project Authority or Authorized Representative within twenty-four (24) hours of request for services. Proof can be submitted 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.



6.2 Reports

The Contractor must provide the Technical Authority, on a monthly basis, a status report with the following information:

- a) Date of order placed;
- b) Location of pick-up office;
- c) Delivery dates;

7.0 PERFORMANCE MANAGEMENT

At any time during the period of the contract, should services not be completed to the satisfaction of the Project Authority, the Contracting Authority will notify the Contractor and request corrective measures. Under such circumstances, the Contracting Authority will identify in writing any issues associated with the service and outline a timeframe "cure period", for corrective measures.

If corrective measures are not implemented to the satisfaction of the Project Authority, the PPSC reserves the right to terminate the Contract for default.

8.0 LANGUAGE OF WORK

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

9.0 AREA OF COVERAGE

The majority of the work will be undertaken in the Greater Toronto Area (GTA) which is defined by the City of Toronto and the following four (4) regional municipalities: Halton, Peel, York and Durham.

For locations, outside the GTA excluding Waterloo and London, as per Annex G – Office Locations, 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, if applicable.



ANNEX B, BASIS OF PAYMENT

1. Professional Services

FOR SERVICES **WITHIN** THE GREATER TORONTO AREA (includes the City of Toronto and the cities and towns in the following regional municipalities: Halton, Peel, York and Durham).

FOR SERVICES **OUTSIDE** THE GREATER TORONTO AREA, for any destinations, directly served, by the Contractor, Treasury Board Travel and Living Expenses are applicable.

The Contractor will be paid the following firm all-inclusive per diem rates for work performed pursuant to this Contract, in accordance with Annex A, during the Contract period. Applicable Taxes are extra.

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

Contracts will be issued on a highest ranked basis such that the Contractor with the highest combined rating of technical merit and price will receive the largest predetermined portion of the work. The remaining portion of the work, if any, will be awarded to the responsive bidder(s) by rank as to cover all areas of services required.

| Item No. | TYPES OF SERVICES REQUIRED | A Year 1 Contract Award to 2018-03-31 | B Option Year 1 2018-04-01 to 2019-03-31 | C Option Year 2 2019-04-01 to 2020-03-31 | D Option Year 3 2020-04-01 to 2021-03-31 | E Option Year 4 2021-04-01 to 2022-03-31 |
|------------|--|---|--|--|--|--|
| A | REGULAR SERVICE – TWO (2) FIRM “DAILY PICK-UPS” | | | | | |
| A.1 | Regular Service | \$_____ / per diem | \$_____ / per diem | \$_____ / per diem | \$_____ / per diem | \$_____ / per diem |
| A.2 | Additional attempts for above services Up to a total of 2 attempts will be made unless instructed otherwise in the Memo. (2 attempts does not include the original serve.) | \$_____ / per diem | \$_____ / per diem | \$_____ / per diem | \$_____ / per diem | \$_____ / per diem |
| | TOTAL EVALUATED COST: | \$_____ | | | | |
| | | Sum of = ((A x 251 days) + (B x 251 days) + (C x 251 days) (D x 251 days) + (E x 251 days)) | | | | |
| B | ON AN “AS AND WHEN REQUESTED” BASIS | | | | | |
| B.1 | Regular Service: Completion within 6 hours from request of service. | | | | | |



| | | | | | | |
|------------|--|------------------------|------------------------|------------------------|------------------------|------------------------|
| | GTA | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem |
| | OTHER AREAS | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem |
| B.2 | Rush Service: Completion within 4 hours from request of service | | | | | |
| | GTA | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem |
| | OTHER AREAS | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem |
| B.3 | Urgent Service: Completion within 2 hours from request of service | | | | | |
| | GTA | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem |
| | OTHER AREAS | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem |
| B.4 | Additional attempts for above services B.1, B.2 and B.3 | | | | | |
| | GTA | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem |
| | OTHER AREAS | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem | \$ _____ / per diem |

ADDITIONAL SERVICES/FEEES

| Item No. | ADDITIONAL SERVICES/FEEES | A Year 1 Contract Award to 2018-3-31 | B Option Year 1 2018-04-01 to 2019-03-31 | C Option Year 2 2019-04-01 to 2020-03-31 | D Option Year 3 2020-04-01 to 2021-03-31 | E Option Year 4 2021-04-01 to 2022-03-31 |
|------------|--|--|--|--|--|--|
| C.1 | Administration Fees An administration fee per transaction for disbursements made by cheque by the Contractor on behalf of the PPSC for Court filing fees, for conduct money made payable to witness that must accompany a served subpoena, for transcript fees and other services. | \$ _____ / Per transaction | \$ _____ / per transaction | \$ _____ / per transaction | \$ _____ / per transaction | \$ _____ / per transaction |



| | | | | | | |
|-----|--|----------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| C.2 | Return of Documents to requesting office | \$ _____ / per service | \$ _____ / per service | \$ _____ / per service | \$ _____ / per service | \$ _____ / per service |
| C.3 | Transfer Fees: Contractor's transfer fees for making arrangements with other Process Serving Companies, to provide services outside the GTA. | \$ _____ / per transfer | \$ _____ / per service | \$ _____ / per service | \$ _____ / per service | \$ _____ / per service |
| C.4 | Miscellaneous Services: Ex. Issuing originating documents, obtaining a signature on Court Orders, obtaining information and/or obtaining copies of documents from Court. | \$ _____ / per hour | \$ _____ / per service | \$ _____ / per service | \$ _____ / per service | \$ _____ / per service |

The prices or rates specified above, 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 Greater Toronto Area (GTA). The GTA is defined in Annex G – Office Location.
- b. Any travel expenses for travel between the Contractor's place of business and the GTA.
- c. Any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- d. Pricing for serving "and/or" filing document(s) or subpoena(s) to identified individuals, legal representatives, corporations and/or Tribunals, as per "Memo".
- e. Multiple documents, which were picked-up on the same day and time, served and/or filed to a same location.

2. Travel and Living expenses Outside of the GTA only

PROCESS SERVER SERVICES OUTSIDE THE GTA PROVIDED BY THE CONTRACTOR

There is no travel and living allowance payable to the Contractor within the GTA, which includes the City of Toronto and the cities and towns in the following regional municipalities: Halton, Peel, York and Durham.

However, should travel be required outside the GTA, 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 and C of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority or Authorized Representative. All payments are subject to government audit.



3. Other Direct Costs Related to Process Serving Expenses outside the GTA only:

PROCESS SERVER SERVICES OUTSIDE THE GTA PROVIDED BY A SUB-CONTRACTOR

For destinations, requested and authorized by the Project Authority or Authorized Representative, **outside** the GTA, not served directly by the Contractor, it is the Contractor's responsibility to make arrangements with Process Serving firms to serve and/or file legal documents to an individual(s), legal representatives and/or corporations on an "as and when" requested basis.

For these requirements, the Contractor will have to make arrangements to have these legal documents delivered, by a courier, to the Process Serving firms, who will in turn serve and/or file these legal documents.

Any costs invoiced, for the service described below, will be reimbursed at cost provided support documentation (original receipts) are included with the invoices. No allowance for overhead or profit will be permitted. Charges may include the following:

- i. Process Servers fees for serving;
- ii. Courier charges to deliver the documents, if applicable;
- iii. Phone charges, if applicable;
- iv. Filing legal document fees, if applicable;
- v. Photocopies; and
- vi. Facsimile Services.



ANNEX C, SECURITY REQUIREMENTS CHECKLIST (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)

Form with multiple sections: 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. Subcontract Number, 4. Brief Description of Work, 5-6. Access requirements for controlled goods and technical data, 7. Release restrictions and level of information.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du 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 (SUPPLIER) / 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 : Contractor must have document safeguarding capabilities up to Protected B level. YG

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 sécuritaire 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 YG

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





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

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

| Category / Catégorie | PROTECTED / PROTÉGÉ | | | CLASSIFIED / CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|--|---------------------|---|---|-----------------------------|--------|--------------------------|---|---------------------------------------|-------------|--|---------------------|---|---|-----------------------------|--------|--------------------------|
| | A | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET | NATO RESTRICTED / NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET / COSMIC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets / Renseignements / Biens / Production | | ✓ | | | | | | | | | | | | | | |
| IT Media / Support TI / IT Link / Lien électronique | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

| |
|--|
| Security Classification / Classification de sécurité |
|--|



ANNEX D, INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.



- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



ANNEX E, FIRM ORGANIZATION'S PROFILE AND SUBCONTRACTORS

1.0 Firm Organization's Profile

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

Legal Corporate Name of the 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 F, 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:

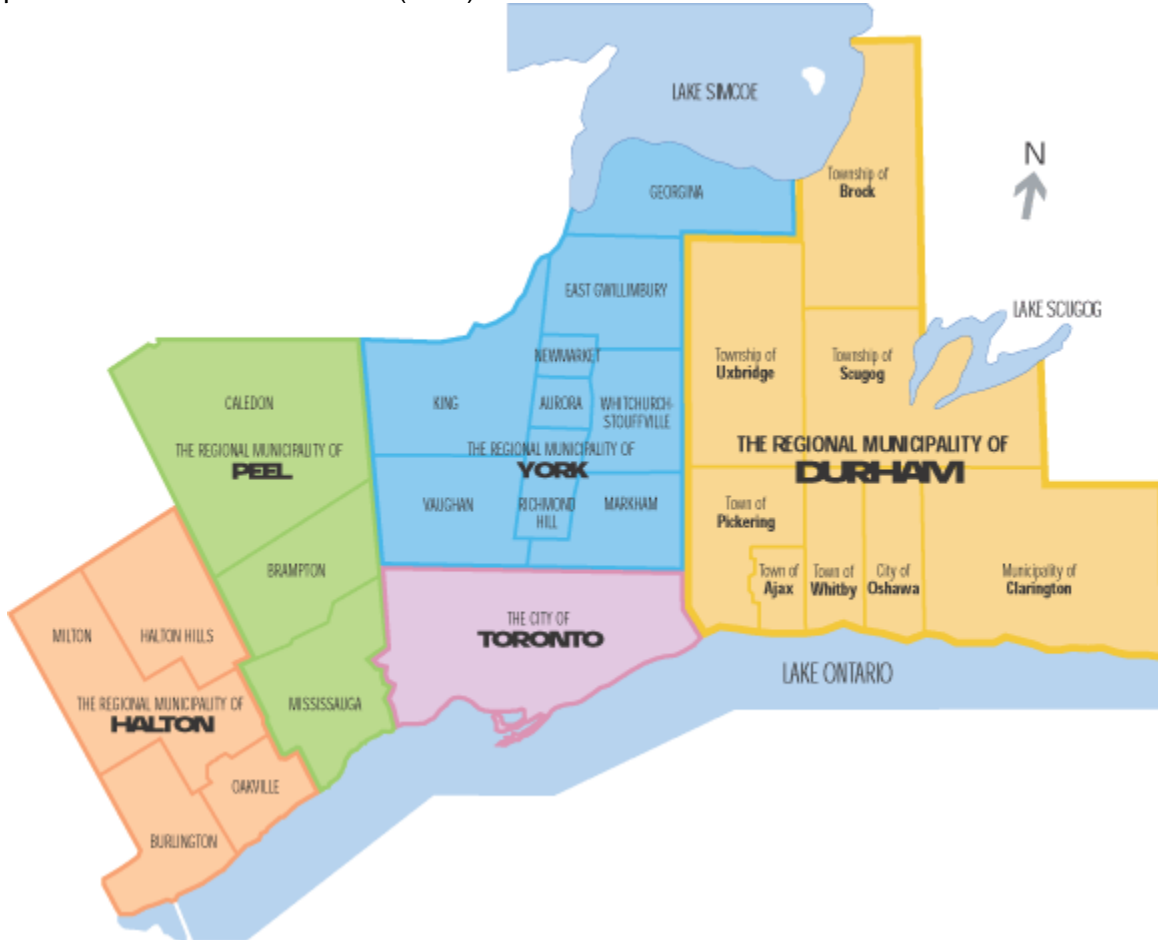
Signature

Date



ANNEX G, OFFICE LOCATIONS

Map of the Greater Toronto Area (GTA)



| REGIONAL AREA | ADDRESS | SERVICE AREAS |
|------------------------|--|---|
| GTA Main Office | Ontario Regional Office Exchange Tower 130 King Street West, Suite 3400 PO Box 36 Toronto, Ontario M5X 1K6 | Toronto Halton Peel York Durham |
| | 60 Queen Street West, Suite 351 Toronto, Ontario M5H 2M4 | Toronto Halton Peel York Durham |
| | 345 Harry Walker Parkway South Newmarket, Ontario L3Y 8P6 | Toronto Halton Peel York Durham |
| | 201 County Court Boulevard, Suite 600 | Toronto |



| | | |
|--|--|--|
| | Brampton, Ontario L6W 4L2 | Halton Peel York Durham |
| | 25 Waltine Road Mississauga, Ontario L4Z 2Z1 | Toronto Halton Peel York Durham |
| Regional Municipality of Waterloo | 15 Duke Street East, Suite 202 Kitchener, Ontario N2H 1A2 | Waterloo Cambridge Kitchener Guelph Brantford Hamilton Stratford |
| City of London | 465 Richmond Street London, Ontario N6A 5P4 | London |