



**RETURN OFFERS TO:
RETOURNER LES OFFRES À :**

Department of Justice Canada
Attention: **NICK SKYDAN**
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Ministère de la Justice Canada
Attention: **NICK SKYDAN**
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**REQUEST FOR STANDING OFFER (RFSO)
DEMANDE D'OFFRE À COMMANDES (DOC)**

Comments - Commentaires

Offer To: Department of Justice 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.

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

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

L'offre au : Ministère de la Justice 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).

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

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

Title – Sujet	
PROCESS SERVERS FOR THE DEPARTMENT OF JUSTICE CANADA (JUS) ONTARIO REGIONAL OFFICE (ORO)	
Solicitation No. – N° de l'invitation	Date
JUS-RFSO-PRSRV-2020-001	10.05.2020
Client Reference No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 2 :00 PM	Eastern Daylight Time (EDT) Heure Avancée de l'Est (HAE)
on – le 11.16.2020	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
NICK SKYDAN	
Area code and Telephone No. Code régional et N° de téléphone	E-mail - Courriel
647-256-0845	NICK.SKYDAN@JUSTICE.GC.CA
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Toronto, Ontario	

Instructions: See Herein
Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

The following Annexes are appended to and form part of this RFSO:

- Annex A – Statement of Work
- Annex B – Basis of Payment
- Annex C – Standing Offer Usage Report

1.2 Summary

The Ontario Regional Office (ORO) 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 ORO 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 ORO 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 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) regions: Halton, Peel, York and Durham. No travel and ling expenses are to be charged for work that occurs within the GTA. For locations outside the GTA, directly serviced by the Contractor, travel and ling expenses will be paid based on the Treasury Board Travel Directive. For locations outside the GTA, 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.

The Department of Justice Canada 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 most common requests are for the following Courts and Tribunals: the Tax Court of Canada, the Federal Courts, Ontario Courts and the Immigration and Refugee Board.

As a result of this Request for Standing Offer (RFSO), it is anticipated that the Department of Justice Canada will issue up to two (2) Standing Offers on a Right of First Refusal Basis.

The period for making call-ups and providing services against the Standing Offer(s) is from Date of Issuance to March 31, 2022 inclusive. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Key Terms

Please see section 2.0 Key Terms of Annex A – Statement of Work.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006 \(2020-05-28\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

Offers must be submitted by email to the Contracting Authority (Nick.Skydan@justice.gc.ca) by the date, time and place indicated on page 1 of the Request for Standing Offers.

Offerors must submit Page 1 of this Request for Standing Offers, duly completed and signed and dated by a person authorized to sign on behalf of the Offeror (Vendor/firm).

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or submitted in person will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [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.



2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that offerors submit its offer electronically by email, gathered per section and separated as follows:

Section I: Technical Offer (1 soft copy by email, as its own attachment)

Section II: Financial Offer (1 soft copy by email, as its own attachment)

Section III: Certifications (1 soft copy by email, as its own attachment)

Section IV: Additional Information (1 soft copy by email, as its own attachment)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

- 1) use an environmentally-preferable format including double sided/duplex.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 2 to Part 4 – Financial Evaluation –Pricing Schedule.

3.1.1 Electronic Payment of Invoices - Offer

If the Offeror is willing to accept payment of invoices by Electronic Payment Instruments, they must complete the Electronic Payment Instruments table below to identify which ones are accepted.

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

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Electronic Payment Instruments			
The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):			
MasterCard Acquisition Card	<input type="checkbox"/>	YES	<input type="checkbox"/> NO
Direct Deposit (Domestic and International)	<input type="checkbox"/>	YES	<input type="checkbox"/> NO



3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Attachment 1 to Part 4 – Mandatory Technical Criteria.

4.1.2 Financial Evaluation

Please see Attachment 2 to Part 4 – Financial Evaluation – Pricing Schedule

Only compliant offers meeting all of the requirements detailed in the Mandatory Technical Criteria will be considered at this point.

For bid evaluation and Offeror(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Offeror's bid, the rates shall prevail and the extended pricing shall be correct in the evaluation. Any error in the Offer's financial offer shall be changed to reflect what is stated in the Request for Standing Offer (RFSO)

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFSO and therefore, the Offeror's bid shall be given no further consideration. Should an item within the Pricing Schedule provided have no charge associated with it, the Offeror must indicate "NO CHARGE" and not leave the space blank.

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

4.2.2 Issuance of Standing Offer(s)

As a result of this Request for Standing Offer (RFSO), it is anticipated that the Department of Justice Canada will issue up to two (2) Standing Offers on a Right of First Refusal Basis.

Offeror Ranking:

1st Ranked: responsive Offeror with the lowest total evaluated price

2nd Ranked: responsive Offeror with the second lowest total evaluated price



ATTACHMENT 1 TO PART 4 – MANDATORY TECHNICAL CRITERIA

Mandatory Technical Criteria (M)

To be deemed responsive, offers must comply with the requirements of the Request for Standing Offer (RFSO) and meet all mandatory requirements (listed below). Offers which fail to comply with the requirement of the Request for Standing Offer and/or do not meet ALL mandatory requirements will be deemed non-responsive and will be given no further consideration.

The Mandatory Requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant basis). Each Mandatory Requirement must be addressed separately. Offers MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance.

Offerors are advised that the month(s) of experience listed for a project or client whose timeframe overlaps that of another referenced project or client will only be counted once. For example: Client 1 timeframe is July 2001 to December 2001; Client 2 timeframe is October 2001 to January 2002; the total months of experience for these two client references is seven (7) months.



MANDATORY TECHNICAL CRITERIA M1

Offeror's Experience

The Offeror must demonstrate they have a minimum of sixty (60) months' experience in the past seven (7) years from RFSO closing date, in providing process serving services, as described in Annex A – Statement of Work, to a minimum of three (3) different clients within those sixty (60) months.

In order to demonstrate compliance with M1, the following information must be provided for each client:

- a) The name of the client organization;
- b) The start and end date of the work;
- c) A brief description of the services provided and the Courts and/or Tribunals in which the documents were filed;
- d) The name and contact information of a reference who can validate the information provided in a) to c)

Response Preparation Template:

1) Name of Client Organization (a):	Start and End Date of Work (mm/yyyy to mm/yyyy) (b):
Reference Name and Contact Information (d):	
Brief Description of the Services Provided and the Courts and/or Tribunals in which the Documents were Filed (c):	
2) Name of Client Organization (a):	Start and End Date of Work (mm/yyyy to mm/yyyy) (b):
Reference Name and Contact Information (d):	
Brief Description of the Services Provided and the Courts and/or Tribunals in which the Documents were Filed (c):	
3) Name of Client Organization (a):	Start and End Date of Work (mm/yyyy to mm/yyyy) (b):
Reference Name and Contact Information (d):	
Brief Description of the Services Provided and the Courts and/or Tribunals in which the Documents were Filed (c):	

(Please add additional lines as required if your response requires the inclusion of more than three (3) clients or more experience examples for a given client)



MANDATORY TECHNICAL CRITERIA M2

Offeror's Quality Assurance

The Offeror must demonstrate their approach to assuring performance and quality by providing details on the following:

- a) The hiring practices for Process Servers, identifying required qualifications for the resources and the selection process;
- b) How work is assigned to the Process Servers;
- c) How the Process Servers' work is monitored;
- d) How issues/problems are solved;
- e) How the Offeror will ensure the quality and performance of the work by the Process Servers will be maintained throughout the duration of the Standing Offer; and
- f) How the designated Supervisor and Process Servers will communicate with the Identified User(s) when completing work under the Standing Offer.

Response Preparation Template:

The hiring practices for Process Servers, identifying required qualifications for the resources and the selection process (a):

How work is assigned to the Process Servers (b):

How the Process Servers' work is monitored (c):

How issues/problems are solved (d):

How the Offeror will ensure the quality and performance of the work by the Process Servers will be maintained throughout the duration of the Standing Offer (e):

How the designated Supervisor and Process Servers will communicate with the Identified User(s) when completing work under the Standing Offer (f):

MANDATORY TECHNICAL CRITERIA M3

Supervisor - Experience

The Offeror must propose one (1) individual who will be the designated Supervisor under the resulting Standing Offer. The Supervisor must have a minimum of thirty-six (36) months experience in the past five (5) years from RFSO closing date supervising Process Servers.

A Curriculum Vitae (CV) for the Supervisor must be submitted with the offer to demonstrate compliance with M3.



MANDATORY TECHNICAL CRITERIA M4

Process Servers - Experience

The Offeror must propose a minimum of five (5) Process Servers that can undertake the work as described in Annex A–Statement of Work under the resulting Standing Offer.

Each proposed Process Server must have at least thirty-six (36) months’ experience in the last five (5) years from RFSO closing date in providing process serving services and filing legal documents with various Courts and/or Tribunals in Ontario.

In order to demonstrate compliance with M4, the following information must be provided for EACH proposed Process Server:

- a) The name of the Process Server;
- b) The start and end date(s) of their experience;
- c) A brief description of the services provided and the Courts and/or Tribunals in which the documents were filed; and
- d) The volume of documents served and/or filed.
- e) The name and contact information of a reference who can validate the information provided in a) to d)

Response Preparation Template:

1) Name of the Process Server (a):	Start and End Date(s) of Experience (mm/yyyy to mm/yyyy) (b):
Brief Description of the Services Provided and the Courts and/or Tribunals in which the Documents were Filed (c):	
Volume of Documents Served/Filed (d):	Reference Name and Contact Information (e):

(Please add additional lines as required if your response requires the inclusion of more experience examples for a given proposed Process Server)

2) Name of the Process Server (a):	Start and End Date(s) of Experience (mm/yyyy to mm/yyyy) (b):
Brief Description of the Services Provided and the Courts and/or Tribunals in which the Documents were Filed (c):	
Volume of Documents Served/Filed (d):	Reference Name and Contact Information (e):

(Please add additional lines as required if your response requires the inclusion of more experience examples for a given proposed Process Server)

3) Name of the Process Server (a):	Start and End Date(s) of Experience (mm/yyyy to mm/yyyy) (b):
Brief Description of the Services Provided and the Courts and/or Tribunals in which the Documents were Filed (c):	
Volume of Documents Served/Filed (d):	Reference Name and Contact Information (e):

(Please add additional lines as required if your response requires the inclusion of more experience examples for a given proposed Process Server)

4) Name of the Process Server (a):	Start and End Date(s) of Experience (mm/yyyy to mm/yyyy) (b):
Brief Description of the Services Provided and the Courts and/or Tribunals in which the Documents were Filed (c):	
Volume of Documents Served/Filed (d):	Reference Name and Contact Information (e):



(Please add additional lines as required if your response requires the inclusion of more experience examples for a given proposed Process Server)

5) Name of the Process Server (a):	Start and End Date(s) of Experience (mm/yyyy to mm/yyyy) (b):
Brief Description of the Services Provided and the Courts and/or Tribunals in which the Documents were Filed (c):	
Volume of Documents Served/Filed (d):	Reference Name and Contact Information (e):

(Please add additional lines as required if your response requires the inclusion of more experience examples for a given proposed Process Server)

(Please add additional lines as required if your response includes more than five (5) process servers)

MANDATORY TECHNICAL CRITERIA M5

Affidavit of Services (Proof of Service) and Attempted Service

The Offeror must demonstrate how they propose to provide a properly commissioned Affidavit of Services (Proof of Service) and Affidavit of Attempted Service, in a form acceptable by the applicable Rules of Court, without using the Department of Justice Canada resources.

The Offeror's response will be assessed as follows:

Does the response describe a feasible and appropriate method or methods of securing a properly commissioned Affidavit of Services (Proof of Service) and Affidavit of Attempted Service, in a form acceptable by the applicable Rules of Court, for all of the courts listed in the SoW, without using the Department of Justice Canada resources?

Yes = criterion met
No = criterion not met

MANDATORY TECHNICAL CRITERIA M6

Electronic Capabilities

The Offeror must demonstrate they have a secure electronic website to which orders can be submitted and tracked, for the purposes of running reports, and to which documents can be uploaded (as required).



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

Item No.	Types of Services Required					
A	REGULAR SERVICE - TWO (2) FIRM “DAILY PICK-UPS” Monday to Friday , including Ontario Family Day (excluding weekends and Statutory Holidays). Pick-up Times: 10:00 hours and 14:00 hours From: Department of Justice Canada, 120 Adelaide St. West, Suite 400, Toronto, Ontario					
A1	Individual Service <ul style="list-style-type: none"> • Serve a document or documents on a party/tribunal; “and/or” • serve and file a document or documents; “or” • file a document or documents. <i>When filing is requested, it must be completed by close of each respective Court’s business hours:</i>					
Item No.	Service Requirement	Price Per Service (\$)			Z = W+X+Y TOTAL	
		W INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	X OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	Y OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>		
a)	Regular Individual Service (Same Day) – Pick-up at 10:00 hours – Serve and/or file document within same day as pick-up.					
i.	Serve document	\$ _____	\$ _____	\$ _____	\$ _____	Z1
ii.	Serve and file document	\$ _____	\$ _____	\$ _____	\$ _____	Z2
iii.	File document	\$ _____	\$ _____	\$ _____	\$ _____	Z3
b)	Regular Individual Service (Next Day) – Pick-up at 14:00 hours – Serve and/or file document by next business day.					
i.	Serve document	\$ _____	\$ _____	\$ _____	\$ _____	Z4
ii.	Serve and file document	\$ _____	\$ _____	\$ _____	\$ _____	Z5
iii.	File document	\$ _____	\$ _____	\$ _____	\$ _____	Z6
A1 TOTAL (= Z1 + Z2 + Z3 + Z4 + Z5 + Z6)					\$ _____	

*Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, a firm unit cost must be submitted to include all parties and documents served.

The lower of Bulk Service rate and regular Individual Service shall apply.

For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.



Item No.	Types of Services Required				
A	REGULAR SERVICE - TWO (2) FIRM "DAILY PICK-UPS" Monday to Friday , including Ontario Family Day (excluding weekends and Statutory Holidays). Pick-up Times: 10:00 hours and 14:00 hours From: Department of Justice Canada, 120 Adelaide St. West, Suite 400, Toronto, Ontario				
A2	*Bulk Service <ul style="list-style-type: none"> • Serve a legal document or documents on a party/tribunal in separate files and/or serve document(s) on additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address; "and/or" • serve as previously and file document(s); "or" • file document(s). When filing is requested, it must be completed by close of each respective Court's business hours:				
Item No.	Service Requirement	Firm Lot Price (\$)			Z=W+X+Y
		W INITIAL PERIOD (Date of Issuance to Mar 31/22)	X OPTION #1 (Apr 1/22 to Mar 31/23)	Y OPTION #2 (Apr 1/23 to Mar 31/24)	TOTAL
a)	Regular Bulk Service (Same Day) – Pick-up at 10:00 hours – Serve and/or file document(s) within same day as pick-up.				
i.	Serve document(s)	\$ _____	\$ _____	\$ _____	Z7
ii.	Serve and file document(s)	\$ _____	\$ _____	\$ _____	Z8
iii.	File document(s)	\$ _____	\$ _____	\$ _____	Z9
b)	Regular Bulk Service (Next Day) – Pick-up at 14:00 hours – Serve and/or file document(s) by next business day.				
i.	Serve document(s)	\$ _____	\$ _____	\$ _____	Z10
ii.	Serve and file document(s)	\$ _____	\$ _____	\$ _____	Z11
iii.	File document(s)	\$ _____	\$ _____	\$ _____	Z12
		A2 TOTAL (= Z7 + Z8 + Z9 + Z10 + Z11 + Z12)			\$ _____

*Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, the firm lot prices include all parties and documents served.

The lower of Bulk Service rate and regular Individual Service shall apply.

For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.



Item No.		Types of Services Required				
B		ON AN "AS AND WHEN REQUESTED" BASIS				
		Monday to Friday, including Ontario Family Day (excluding weekends and Statutory Holidays).				
		From: Department of Justice Canada, 120 Adelaide St. West, Suite 400, Toronto, Ontario				
B1		Individual Service				
		<ul style="list-style-type: none"> • Serve a document or documents on a party/tribunal; "and/or" • serve and file a document or documents; "or" • file a document or documents 				
		<i>When filing is requested, it must be completed by close of each respective Court's business hours (same day):</i>				
Item No.	Service Requirement	Price Per Service (\$)			H=E+F+G TOTAL	
		E INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	F OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	G OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>		
a)		Regular Individual Service: Completion within 6 hours from request of service:				
i.	Serve document	\$ _____	\$ _____	\$ _____	\$ _____	H1
ii.	Serve and file document	\$ _____	\$ _____	\$ _____	\$ _____	H2
iii.	File document	\$ _____	\$ _____	\$ _____	\$ _____	H3
b)		Rush Individual Service: Completion within 4 hours from request of service:				
i.	Serve document	\$ _____	\$ _____	\$ _____	\$ _____	H4
ii.	Serve and file document	\$ _____	\$ _____	\$ _____	\$ _____	H5
iii.	File document	\$ _____	\$ _____	\$ _____	\$ _____	H6
c)		Urgent Individual Service: Completion within 2 hours from request of service:				
i.	Serve document	\$ _____	\$ _____	\$ _____	\$ _____	H7
ii.	Serve and file document	\$ _____	\$ _____	\$ _____	\$ _____	H8
iii.	File document	\$ _____	\$ _____	\$ _____	\$ _____	H9
		B1 TOTAL (= H1 + H2 + H3 + H4 + H5 + H6 + H7 + H8 + H9)			\$ _____	



Item No.	Types of Services Required					
C	BULK TRIBUNAL SERVICE and SERVICE ON the APPLICANT- ONE (1)“DAILY FIRM PICK-UP” Documents to be sorted and served on the Tribunals listed below at the same time and address, in bulk, and subsequently sorted and served on Applicants either individually or in bulk if at the same time and address. Documents are to be returned within three (3) business days. Monday to Friday, including Ontario Family Day (excluding weekends and Statutory Holidays). Pick-up Time: 16:30hours From: Department of Justice Canada, 120 Adelaide St. West, Suite 400, Toronto, Ontario					
C1	**Bulk Tribunal Service Sort and serve documents on Tribunal(s) in bulk, at the same time and address. Locations in the GTA as follows:					
Item No.	Service Requirement	Firm Lot Price (\$)			T=Q+R+S TOTAL	
		Q INITIAL PERIOD (Date of Issuance to Mar 31/22)	R OPTION #1 (Apr 1/22 to Mar 31/23)	S OPTION #2 (Apr 1/23 to Mar 31/24)		
i.	Immigration and Refugee Board, 74 Victoria Street, Toronto, ON M4C 3C7	\$ _____	\$ _____	\$ _____	\$ _____	T1
ii.	Greater Toronto Enforcement Centre, 6900 Airport Road, Mississauga, ON L4V 1E8	\$ _____	\$ _____	\$ _____	\$ _____	T2
iii.	Citizenship and Immigration Canada, Etobicoke Pre-Removal Risk, Assessment (PRRA), 5343 Dundas Street West, Etobicoke, ON M9B 6K5	\$ _____	\$ _____	\$ _____	\$ _____	T3
iv.	Citizenship and Immigration, 200 Town Centre Ct., Scarborough, ON M1P 4X8	\$ _____	\$ _____	\$ _____	\$ _____	T4
v.	Citizenship and Immigration Canada, GTA 25 St. Clair Avenue East, Toronto, ON M4T 1M2	\$ _____	\$ _____	\$ _____	\$ _____	T5
vi.	Immigration Division, Suite 200, 135 Queens Plate Drive, Etobicoke, ON M9W 6V1	\$ _____	\$ _____	\$ _____	\$ _____	T6
vii.	Citizenship and Immigration Canada, 3085 Glen Erin Drive, Mississauga, ON L5L 1J3	\$ _____	\$ _____	\$ _____	\$ _____	T7
		C1 TOTAL (= T1 + T2 + T3 + T4 + T5 + T6 + T7)			\$ _____	



Item No.	Types of Services Required				
C	BULK TRIBUNAL SERVICE and SERVICE ON the APPLICANT- ONE (1)“DAILY FIRM PICK-UP” Documents to be sorted and served on the Tribunals listed below at the same time and address, in bulk, and subsequently sorted and served on Applicants either individually or in bulk if at the same time and address. Documents are to be returned within three (3) business days. Monday to Friday, including Ontario Family Day (excluding weekends and Statutory Holidays). Pick-up Time: 16:30hours From: Department of Justice Canada, 120 Adelaide St. West, Suite 400, Toronto, Ontario				
C2	Individual Service on Applicant Sort and serve a document on an Applicant and return within three (3) business days:				
Item No.	Service Requirement	Price Per Service (\$)			T=Q+R+S TOTAL
		Q INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	R OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	S OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>	
i.	Serve document (Individual)	\$ _____	\$ _____	\$ _____	\$ _____
				C2 TOTAL (= T8)	\$ _____
C3	**Bulk Service on Applicants Sort and serve documents on multiple Applicants in bulk, at the same time and address in same or separate files and return within three (3) business days:				
Item No.	Service Requirement	Firm Lot Price (\$)			T=Q+R+S TOTAL
		Q INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	R OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	S OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>	
i.	Serve document(s) (Bulk)	\$ _____	\$ _____	\$ _____	\$ _____
				C3 TOTAL (= T9)	\$ _____
OVERALL TOTAL FOR C (= C1 TOTAL + C2 TOTAL + C3 TOTAL)					\$ _____

T8

T9

**The firm lot prices include all documents being served in bulk.

The lower of Bulk Service rate and regular Individual Service shall apply.

For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual service.



Item No.	Types of Services Required				
D	ADDITIONAL SERVICES/FEEES				
D1	Additional Attempt(s) (including Affidavit of Attempted Service) For services stated in A through C above. Up to a total of two (2) additional attempts to serve will be made unless instructed otherwise in a Covering Memo (the following attempts do not include the original serve).				
Item No.	Service Requirement	Price Per Attempt (\$)			L=I+J+K TOTAL
		I INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	J OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	K OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>	
i.	2nd Attempt:	\$ _____	\$ _____	\$ _____	L1
ii.	3rd Attempt:	\$ _____	\$ _____	\$ _____	L2
iii.	4 or more Attempts must be authorized by the Project Authority or Authorized Representative.	\$ _____	\$ _____	\$ _____	L3
				D1 TOTAL (= L1 + L2 + L3)	\$ _____
D2	Administration Fees An administration fee per transaction for disbursements made by cheque by the Contractor on behalf of JUS for Court filing fees, for conduct money made payable to witness that must accompany a served subpoena, for transcript fees and other services.				
Item No.	Service Requirement	Price Per Transaction (\$)			L=I+J+K TOTAL
		I INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	J OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	K OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>	
i.	Administration Fee	\$ _____	\$ _____	\$ _____	L4
				D2 TOTAL (= L4)	\$ _____
D3	Return of Documents Same Day(on an "as requested basis") to: Department of Justice Canada, 120 Adelaide St. West, Suite 400, Toronto, Ontario				
Item No.	Service Requirement	Price Per Service (\$)			L=I+J+K TOTAL
		I INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	J OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	K OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>	
i.	Same Day Return of Document(s)	\$ _____	\$ _____	\$ _____	L5
				D3 TOTAL (= L5)	\$ _____



Item No.	Types of Services Required				
D4	Transfer Fees Contractor's transfer fees for making arrangements with other Process Serving Companies, to provide services outside the GTA.				
Item No.	Service Requirement	Price Per Transfer (\$)			L=I+J+K
		I INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	J OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	K OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>	TOTAL
i.	Transfer Fee	\$ _____	\$ _____	\$ _____	\$ _____
				D4 TOTAL (= L6)	\$ _____
D5	Miscellaneous Services Issuing originating documents, obtaining a signature on Court Orders, obtaining information and/or obtaining copies of documents from Court.				
Item No.	Service Requirement	Hourly Rate (\$)			L=I+J+K
		I INITIAL PERIOD <small>(Date of Issuance to Mar 31/22)</small>	J OPTION #1 <small>(Apr 1/22 to Mar 31/23)</small>	K OPTION #2 <small>(Apr 1/23 to Mar 31/24)</small>	TOTAL
i.	Miscellaneous Services	\$ _____	\$ _____	\$ _____	\$ _____
				D5 TOTAL (= L7)	\$ _____
OVERALL TOTAL FOR D (= D1 TOTAL+ D2 TOTAL+ D3 TOTAL+ D4 TOTAL+ D5 TOTAL)					\$ _____

L6

L7



SUMMARY TABLE			
	M	N	(M x N)
	TABLE TOTALS	WEIGHT	WEIGHTED TOTAL
A1 TOTAL	\$ _____	37.5%	\$ _____
A2 TOTAL	\$ _____	2.5%	\$ _____
B1 TOTAL	\$ _____	37.5%	\$ _____
B2 TOTAL	\$ _____	2.5%	\$ _____
OVERALL TOTAL FOR C	\$ _____	15%	\$ _____
OVERALL TOTAL FOR D	\$ _____	5%	\$ _____
TOTAL PRICE OF OFFER			\$ _____

TOTAL EVALUATED PRICE OF THE OFFER		
	TOTAL PRICE OF OFFER (from Summary Table)	\$ _____



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2.3 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.



5.2.4 Status of Availability of Resources - Offer

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

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



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

6.2 Security Requirements

6.2.1 No Security Requirement Applicable

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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

2005 (2017-06-21) General Conditions: Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Date of Issuance to March 31, 2022.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.



Option Period 1: April 1, 2022 to March 31, 2023
Option Period 2: April; 1, 2023 to March 31, 2024

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Alain Denis
Manager, Contracting and Materiel Management Division
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-960-2612
E-mail Address: Alain.Denis@justice.gc.ca

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

6.5.2 Project Authority

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

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

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

6.5.3 Offeror's Representative

Contact information of the individual response for:

General Enquiries/Receiving Call-Ups:

Name: _____

Telephone: _____

Email Address: _____

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

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 Authorized Users

Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: the Ontario Regional Office (ORO) of the Department of Justice Canada and the Contracting and Materiel Management Division (CMMD) at the Department of Justice Canada Headquarters.

6.8 Call-up Procedures

6.8.1 Right of First Refusal Basis

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror and obtain an estimate for that specific court file. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror. The identified user will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

6.8.2 Offeror Ranking (*to be completed at issuance*)

1st Ranked: _____

2nd Ranked: _____

6.9 Call-up Instrument

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

Call-ups issued using either the 942J or the acquisition card will be accompanied with a Covering Memo. The Covering Memo, or Covering Memo and 942J combined, will contain at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

Call-ups must be made by the Identified User(s) under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

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

When the total estimated cost provided by the Offeror for the specific requirement is under \$10,000.00 including applicable taxes and there is no travel associated with the requirement, the Identified User is encouraged to confirm they require the Work to be completed in accordance with the Standing Offer by sending a Covering Memo to the Offeror and use the Government Acquisition Card (The Department of Justice Canada uses MasterCard) as the call-up instrument. If it is not feasible to use the acquisition card or there is travel associated with the requirement, please follow the instructions outlined in section 6.9.2 below.



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

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

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

6.11 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2017-06-21) - Standing Offers - Goods or Services;
- d) the General Conditions 2010B (2020-05-28) - General Conditions – Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report;
- h) the Offeror's offer dated _____ (insert date of offer).

6.13 Certifications and Additional Information

6.13.1 Compliance

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



6.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*To be inserted at Standing Offer Issuance*).

6.15 Status of Availability of Resources - Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any Contract resulting from a Call-up against the Standing Offer.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of (2020-05-28), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

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

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

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.

6.5 Payment

6.5.1 Basis of Payment - Firm Prices - Services

6.5.1.1 Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, firm lot prices, or for a cost of \$_____ (*insert the amount at award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.5.1.2 Firm Hourly Rates (if applicable)

The Contractor will be paid firm hourly rates as specified in part D5, *Miscellaneous Services of Annex B - Basis of Payment*, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Total Estimated Cost: \$_____ (*insert the amount at award*)

6.5.1.3 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract for performing miscellaneous services listed in part D5, *Miscellaneous Services of Annex B - Basis of Payment* must not exceed \$_____. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Project Authority or Authorized Representative 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 Project Authority or Authorized Representative. The Contractor must notify the Project Authority or Authorized Representative in writing as to the adequacy of this sum-as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work⁷.

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

6.5.1.4 Travel and Living Expenses (if applicable)

For the requirements to travel described in section 5.2 of the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

Estimated Cost: \$ _____ (excluding applicable taxes) *(insert the amount at award)*

6.5.1.5 Other Direct Expenses (if applicable)

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.

Estimated Cost: \$ _____ (excluding applicable taxes) *(insert the amount at award)*

6.5.2 Method of Payment (select one of the following at award)

6.5.2.1 Single Payment

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

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

OR

6.5.2.1 Monthly Payments

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.

6.5.3 Electronic Payment of Invoices – Call-up (to be amended at issuance to reflect Offeror's response)



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

6.5.3.1 Payment by Credit Card (if applicable)

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

6.5.3.2 Payment by Direct Deposit (if applicable)

Payments by direct deposit will be subject to Article 14, *Payment Period* and Article 15, *Interest on Overdue Accounts*, set out in *2010B (2018-06-21) General Conditions – Professional Services (Medium Complexity)* forming part of this Contract.

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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under Article 14, *Payment Period* and Article 15, *Interest on Overdue Accounts*, set out in *2010B (2018-06-21) General Conditions – Professional Services (Medium Complexity)* forming part of this Contract will not apply, until the Contractor corrects the matter.

6.6 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) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses and all travel and living expenses.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.7 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.



ANNEX "A" STATEMENT OF WORK

1.0 TITLE

Process Servers for the Department of Justice Canada (JUS) Ontario Regional Office (ORO)

2.0 OBJECTIVE

To provide the Ontario Regional Office (ORO) of the Department of Justice Canada (JUS) 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.

3.0 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).

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

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

"Call-up" is defined as an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up

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

"Effecting Personal Service" is defined as leaving the document with the individual, or by leaving the document with an adult person residing at the individual's place of residence, and mailing a copy of the document to the individual at that address; or where serving a business, by leaving the document with the person apparently having control or management of the business at any place where the business is carried on in Canada.

"Greater Toronto Area (GTA)" is defined as the City of Toronto and the cities and towns in the following regions: 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.

"JUS" is defined as the Department of Justice Canada



“Project Authority or Authorized Representative” is defined as the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract. The Project Authority or Authorized Representative is also the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

“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.

“Transfer Fee” is a fee paid by JUS to the Contractor when service must occur outside the defined GTA.

4.0 BACKGROUND

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

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

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

To this end, the Ontario Regional Office (ORO) 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 ORO 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 ORO uses 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.

5.0 AREAS OF COVERAGE

5.1 WITHIN THE GTA

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) regions: Halton, Peel, York and Durham. JUS will not reimburse the Contractor for travel and living expenses incurred in performing the Work that occurs within the GTA.

5.2 OUTSIDE THE GTA

For the Work that will be undertaken in locations outside the GTA but inside the Province of Ontario, directly serviced by the Contractor, JUS will reimburse the Contractor for travel and living



expenses incurred in performing the Work in accordance with the Treasury Board Travel Directive and article 6.5 Payment and Annex B – Basis of Payment of the Contract.

For the Work that will be undertaken in locations outside the GTA, not serviced directly by the Contractor, it is the responsibility of the Contractor to make arrangements with Process Service subcontractors in that area, to have documents served and/or filed. For these requirements, the Contractor will have to make arrangements to have these legal documents delivered, by a courier, to the Process Serving subcontractors, who will in turn serve and/or file these legal documents. There will be no travel and living expenses reimbursed. The list of other direct costs that can be reimbursed are found in Annex B – Basis of Payment of the Contract.

6.0 SERVICES REQUIRED

The Department of Justice Canada 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 most common requests are for the following Courts and Tribunals: the Tax Court of Canada, the Federal Courts, Ontario Courts and the Immigration and Refugee Board.

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

Services the Contractor must provide to JUS include:

- ▶ Pick up legal documents at the JUS offices, 120 Adelaide St. West, Suite 400, Toronto, Ontario.
- ▶ 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:
 - Serve legal documents on a party/tribunal and provide proof of service;
 - Serve legal documents on additional/multiple parties/tribunals in same file and/or separate files and provide proof of service;
 - Provide same day, next day, regular, rush and urgent services;
 - Provide attempted service including completion of an Affidavit of Attempted Service;
 - File, issue and search documents in Court;
 - Report back immediately to the Project Authority or Authorized Representative if there are any problems with service;
 - Make arrangements, with Process Service subcontractors, to serve and/or file documents, outside the GTA;
 - Disburse fees on behalf of JUS for Conduct Money, Court Filing, Transcripts and other Court Services, as requested by the Project Authority or Authorized Representative;
 - Obtain signatures on Court Orders.

6.1 SERVICE CATEGORIES AND LEVELS

There are three (3) service categories: on a “firm daily pick-up” basis; on an “as and when requested” basis and “Bulk Tribunal Service and Service on the Applicant(s)”.

(A) “Firm Daily Pick-ups” – Regular Service Requirements

The Contractor must pick-up, sort, issue, serve and file various legal documents, on a “firm daily” basis.



The pick-up locations is:, 120 Adelaide St. West, Suite 400, Toronto, 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).

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

- Regular service (Same Day), Monday to Friday, including Ontario Family Day. Pick-up at 10:00 hours – Serve and/or file document within the same day as pick-up.
- Regular service (Next Day), Monday to Friday, including Ontario Family Day. Pick-up at 14:00 hours – Serve and/or file document by next business day.

(B) “As and When Requested” Requirements

The Contractor must pick-up, sort, issue, serve and file various legal documents, on an “as and when requested” basis.

The pick-up location is 120 Adelaide St. West, Suite 400, Toronto, Ontario, Monday to Friday, including Ontario Family Day (excluding weekends and statutory holidays).

There are three (3) levels of service:

- Regular service, completion of services from over four (4) to six (6) hours from request of service;
- Rush service, completion of services from over two (2) to four (4) hours from request of service; and
- Urgent service, completion of services within two (2) hours from request of service.

(C) “Bulk Tribunal Service and Service on the Applicant(s)” Requirements – One (1) “Firm Daily Pick-up”

The Contractor must pick-up at 16:30 hours, sort, and serve documents in bulk on various listed Tribunals and subsequently on Applicants either individually or in bulk if at the same time and address, and return the legal document(s) within three (3) business days.

The lower of Bulk Service rate and regular Individual Service rate shall apply. For clarity, the Bulk Service rate shall only apply where it results in a lower cost than cumulative Individual Service.

The pick-up location is 120 Adelaide St. West, Suite 400, Toronto, Ontario, Monday to Friday, including Ontario Family Day (excluding weekends and statutory holidays).

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

6.2 ADDITIONAL SERVICES/INSTRUCTIONS

The following additional services/instructions will apply to “Firm Daily Pick-ups” – Regular Service Requirements, “As and When Requested” Requirements and “Bulk Tribunal Service and Service on the Applicant(s)” Requirements.

A Covering Memo will have instructions with respect to the services JUS requires of the Contractor, 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 required service.

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

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



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

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

- Courts and Tribunals can include, but are not limited to:
- Tax Court of Canada
- Federal Court of Canada
- Federal Court of Appeal
- Supreme Court of Canada
- Ontario Superior Court of Justice
- Ontario Court of Appeal
- Ontario Court of Justice
- Canadian Human Rights Tribunal
- Canadian International Trade Tribunal
- Competition Tribunal

6.3 RETURN OF DOCUMENT(S)

Document(s) shall be returned to the JUS office the next business day at no charge. However, should the Project Authority or Authorized Representative request same day return of a document(s), then the Contractor shall be paid the cost of the same day return only. Part D3 of Annex B - Basis of Payment shows the price for this same day return service.

6.4 UPLOADING ORDERS AND DOCUMENTS ELECTRONICALLY

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

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

6.5 PROOF OF SERVICE

The Contractor must provide to the specific Project Authority or Authorized Representative within twenty-four (24) hours of an order requesting service, proof that service was effected in the form of a signature under an "Admission of Service" stamp, on the requested number of copies of the documents served in hardcopy format. 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 and return to JUS in hardcopy, an Affidavit of Attempted Service.

In many cases, the Contractor will be instructed on the Covering Memo to telephone the Project Authority or Authorized Representative to confirm that the documents were served and/or filed by a stated time.

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

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

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



6.6 **ADDITIONAL ATTEMPTS**

In rare cases, where the Contractor is unsuccessful in serving a party or parties, then the Contractor must 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.

6.7 **FEES PAYABLE ON BEHALF OF THE DEPARTMENT OF JUSTICE CANADA, COURT FILING FEES, CONDUCT FEES, TRANSCRIPT FEES AND OTHER SERVICES REQUESTED**

The Contractor must pay Court Filing Fees, Conduct Fees, Transcript Fees and fees for other services requested, by cheque, on behalf of JUS. Any such fees will be reimbursed by JUS upon submission of original invoice(s).

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.

When the Contractor is requested to make a cheque payable to a witness, which will be attached to the subpoena being served, the Covering Memo will indicate the name and the cheque amount.

The Contractor will be reimbursed by JUS for the cheque amount plus additional fee, payable upon submission by the Contractor to JUS of a copy of the cheque with the corresponding invoice.

On occasion, the Contractor may be requested to obtain and copy legal document(s) from the Court(s). Any costs incurred by the Contractor related to such requests, will be reimbursed by JUS upon production of original invoice(s).

6.8 **TRANSFER FEE TO ANOTHER CONTRACTOR OUTSIDE THE GTA**

Should the Contractor require the services of another Process Service firm to serve and/or file outside the GTA, then the Contractor may charge JUS the transfer fee specified in part D4 of Annex B - Basis of Payment.

6.9 **LOST OR DAMAGED**

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

6.10 **DEDICATED WORK INTAKE SECTION AND SUPERVISOR**

The Contractor must have a dedicated work intake section with a dedicated supervisor that will serve as the point of contact for JUS. The Supervisor will oversee the dedicated work intake section and oversee the quality assurance of the production of all work for JUS by overseeing daily workflow. The Supervisor will be the point of contact to communicate to the Project Authority or Authorized Representative any issues or problems arising during the performance of the Work and must provide a summary of actions and the resulting requirements in order to fulfil the Work.

6.11 **LANGUAGE OF WORK**

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



ANNEX "B" - BASIS OF PAYMENT

The rates within the Basis of Payment are applicable to both requirements:

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

FOR SERVICES OUTSIDE THE GREATER TORONTO AREA, for any destinations, directly served by the Contractor, Treasury Board Travel and Living Expenses will also be applicable, in these cases.

Prices and rates for each period specified below are firm, all inclusive, in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included:



BP1 SERVICES WITHIN THE GREATER TORONTO AREA

Item No.	Types of Services Required			
A	REGULAR SERVICE - TWO (2) FIRM "DAILY PICK-UPS" Monday to Friday, including Ontario Family Day (excluding weekends and Statutory Holidays). Pick-up Times: 10:00 hours and 14:00 hours From: Department of Justice Canada, 120 Adelaide St. W, suite 400, Toronto, Ontario			
A1	Individual Service Serve a document or documents on a party/tribunal; "and/or" serve and file a document or documents; "or" file a document or documents. When filing is requested, it must be completed by close of each respective Court's business hours:			
Item No.	Service Requirement	Price Per Service (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/32)	OPTION #2 (Apr 1/23 to Mar 31/24)
a)	Regular Individual Service (Same Day) – Pick-up at 10:00 hours – Serve and/or file document within same day as pick-up.			
i.	Serve document	\$ _____	\$ _____	\$ _____
ii.	Serve and file document	\$ _____	\$ _____	\$ _____
iii.	File document	\$ _____	\$ _____	\$ _____
b)	Regular Individual Service (Next Day) – Pick-up at 14:00 hours – Serve and/or file document by next business day.			
i.	Serve document	\$ _____	\$ _____	\$ _____
ii.	Serve and file document	\$ _____	\$ _____	\$ _____
iii.	File document	\$ _____	\$ _____	\$ _____
A2	*Bulk Service Serve a legal document or documents on a party/tribunal in separate files and/or serve document(s) on additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address; "and/or" serve as previously and file document(s); "or" file document(s). When filing is requested, it must be completed by close of each respective Court's business hours:			
Item No.	Service Requirement	Firm Lot Price (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
a)	Regular Bulk Service (Same Day) – Pick-up at 10:00 hours – Serve and/or file document(s) within same day as pick-up.			
i.	Serve document(s)	\$ _____	\$ _____	\$ _____
ii.	Serve and file document(s)	\$ _____	\$ _____	\$ _____
iii.	File document(s)	\$ _____	\$ _____	\$ _____
b)	Regular Bulk Service (Next Day) – Pick-up at 14:00 hours – Serve and/or file document(s) by next business day.			
i.	Serve document(s)	\$ _____	\$ _____	\$ _____
ii.	Serve and file document(s)	\$ _____	\$ _____	\$ _____
iii.	File document(s)	\$ _____	\$ _____	\$ _____

*Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, the firm lot price must include all parties and documents served.

The lower of Bulk Service price and regular Individual Service prices shall apply.

For clarity, the Bulk Service price shall only apply where it results in a lower cost than cumulative Individual Service prices.



Item No.	Types of Services Required			
B	ON AN "AS AND WHEN REQUESTED" BASIS Monday to Friday, including Ontario Family Day (excluding weekends and Statutory Holidays). From: Department of Justice Canada, 120 Adelaide St. W, suite 400, Toronto, Ontario			
B1	Individual Service Serve a document or documents on a party/tribunal; "and/or" serve and file a document or documents; "or" file a document or documents. When filing is requested, it must be completed by close of each respective Court's business hours (same day):			
Item No.	Service Requirement	Price Per Service (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
a)	Regular Individual Service: Completion within 6 hours from request of service:			
i.	Serve document	\$ _____	\$ _____	\$ _____
ii.	Serve and file document	\$ _____	\$ _____	\$ _____
iii.	File document	\$ _____	\$ _____	\$ _____
b)	Rush Individual Service: Completion within 4 hours from request of service:			
i.	Serve document	\$ _____	\$ _____	\$ _____
ii.	Serve and file document	\$ _____	\$ _____	\$ _____
iii.	File document	\$ _____	\$ _____	\$ _____
c)	Urgent Individual Service: Completion within 2 hours from request of service:			
i.	Serve document	\$ _____	\$ _____	\$ _____
ii.	Serve and file document	\$ _____	\$ _____	\$ _____
iii.	File document	\$ _____	\$ _____	\$ _____
B2	*Bulk Service Serve a legal document or documents on a party/tribunal in separate files and/or serve document(s) on additional/multiple parties/tribunals in the same file and/or in separate files, at the same time and address; "and/or" serve as previously and file document(s); "or" file document(s). When filing is requested, it must be completed by close of each respective Court's business hours (same day):			
Item No.	Service Requirement	Firm Lot Price (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
a)	Regular Bulk Service: Completion within 6 hours from request of service:			
i.	Serve document(s)	\$ _____	\$ _____	\$ _____
ii.	Serve and file document(s)	\$ _____	\$ _____	\$ _____
iii.	File document(s)	\$ _____	\$ _____	\$ _____
b)	Rush Bulk Service: Completion within 4 hours from request of service:			
i.	Serve document(s)	\$ _____	\$ _____	\$ _____
ii.	Serve and file document(s)	\$ _____	\$ _____	\$ _____
iii.	File document(s)	\$ _____	\$ _____	\$ _____
c)	Urgent Bulk Service: Completion within 2 hours, from request of service:			
i.	Serve document(s)	\$ _____	\$ _____	\$ _____
ii.	Serve and file document(s)	\$ _____	\$ _____	\$ _____
iii.	File document(s)	\$ _____	\$ _____	\$ _____

*Where additional/multiple parties or additional documents are being served in the same or separate files, at the same time and address, the firm lot price must include all parties and documents served.

The lower of Bulk Service price and regular Individual Service prices shall apply.

For clarity, the Bulk Service price shall only apply where it results in a lower cost than cumulative Individual Service prices.



Item No.	Types of Services Required			
C	BULK TRIBUNAL SERVICE and SERVICE ON the APPLICANT- ONE (1)“DAILY FIRM PICK-UP” Documents to be sorted and served on the Tribunals listed below at the same time and address, in bulk, and subsequently sorted and served on Applicants either individually or in bulk if at the same time and address. Documents are to be returned within three (3) business days. Monday to Friday, including Ontario Family Day (excluding weekends and Statutory Holidays). Pick-up Time: 16:30hours From: Department of Justice Canada, 120 Adelaide St. W, suite 400, Toronto, Ontario			
C1	**Bulk Tribunal Service Sort and serve documents on Tribunal(s) in bulk, at the same time and address. Locations in the GTA as follows:			
Item No.	Service Requirement	Firm Lot Price (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
i.	Immigration and Refugee Board, 74 Victoria Street, Toronto, ON M4C 3C7	\$ _____	\$ _____	\$ _____
ii.	Greater Toronto Enforcement Centre, 6900 Airport Road, Mississauga, ON L4V 1E8	\$ _____	\$ _____	\$ _____
iii.	Citizenship and Immigration Canada, Etobicoke Pre-Removal Risk, Assessment (PRRA), 5343 Dundas Street West, Etobicoke, ON M9B 6K5	\$ _____	\$ _____	\$ _____
iv.	Citizenship and Immigration, 200 Town Centre Ct., Scarborough, ON M1P 4X8	\$ _____	\$ _____	\$ _____
v.	Citizenship and Immigration Canada, GTA 25 St. Clair Avenue East, Toronto, ON M4T 1M2	\$ _____	\$ _____	\$ _____
vi.	Immigration Division, Suite 200, 135 Queens Plate Drive, Etobicoke, ON M9W 6V1	\$ _____	\$ _____	\$ _____
vii.	Citizenship and Immigration Canada, 3085 Glen Erin Drive, Mississauga, ON L5L 1J3	\$ _____	\$ _____	\$ _____

Item No.	Types of Services Required			
C2	Individual Service on Applicant Sort and serve a document on an Applicant and return within three (3) business days:			
Item No.	Service Requirement	Price Per Service (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
i.	Serve document (Individual)	\$ _____	\$ _____	\$ _____
C3	**Bulk Service on Applicants Sort and serve documents on multiple Applicants in bulk, at the same time and address in same or separate files and return within three (3) business days:			
Item No.	Service Requirement	Firm Lot Price (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
i.	Serve document(s) (Bulk)	\$ _____	\$ _____	\$ _____

**The firm lot prices include all documents being served in bulk.

The lower of Bulk Service price and regular Individual Service price shall apply.

For clarity, the Bulk Service price shall only apply where it results in a lower cost than cumulative Individual service prices.



Item No.	Types of Services Required
D	ADDITIONAL SERVICES/FEES

D1	Additional Attempt(s) (including Affidavit of Attempted Service) For services stated in A through C above. Up to a total of two (2) additional attempts to serve will be made unless instructed otherwise in a Covering Memo (the following attempts do not include the original serve).
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Item No.	Service Requirement	Price Per Attempt (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
i.	2nd Attempt:	\$ _____	\$ _____	\$ _____
ii.	3rd Attempt:	\$ _____	\$ _____	\$ _____
iii.	4 or more Attempts must be authorized by the Project Authority or Authorized Representative.	\$ _____	\$ _____	\$ _____

D2	Administration Fees An administration fee per transaction for disbursements made by cheque by the Contractor on behalf of JUS for Court filing fees, for conduct money made payable to witness that must accompany a served subpoena, for transcript fees and other services.
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Item No.	Service Requirement	Price Per Transaction (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
i.	Administration Fee	\$ _____	\$ _____	\$ _____

D3	Return of Documents Same Day (on an “as requested basis”) to: Department of Justice Canada, 120 Adelaide St. W, suite 400, Toronto, Ontario
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Item No.	Service Requirement	Price Per Service (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
i.	Same Day Return of Document(s)	\$ _____	\$ _____	\$ _____

D4	Transfer Fees Contractor’s transfer fees for making arrangements with other Process Serving Companies, to provide services outside the GTA.
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Item No.	Service Requirement	Price Per Transfer (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
i.	Transfer Fee	\$ _____	\$ _____	\$ _____

D5	Miscellaneous Services Issuing originating documents, obtaining a signature on Court Orders, obtaining information and/or obtaining copies of documents from Court.
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Item No.	Service Requirement	Hourly Price (\$)		
		INITIAL PERIOD (Date of Issuance to Mar 31/22)	OPTION #1 (Apr 1/22 to Mar 31/23)	OPTION #2 (Apr 1/23 to Mar 31/24)
i.	Miscellaneous Services	\$ _____	\$ _____	\$ _____



BP2 SERVICES OUTSIDE THE GREATER TORONTO AREA

BP2.1 PROCESS SERVER SERVICES OUTSIDE THE GTA PROVIDED BY THE CONTRACTOR

Travel and Living expenses Outside of the GTA only:

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 regions: Halton, Peel, York and Durham.

However, should travel be required outside the GTA, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

BP2.2 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, the Contractor must make arrangements with Process Serving subcontractors 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 must make arrangements to have these legal documents delivered, by a courier, to the Process Serving subcontractors, who will in turn serve and/or file these legal documents.

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

In addition to the transfer fee, 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:

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

