



**RETURN BIDS TO:
RETOURNER LES PROPOSITIONS À:**

**Public Prosecution Service of Canada
Service des poursuites pénales du Canada
284, rue Wellington Street
Place Bell Centre
Ottawa Ontario K1A 0H8**

Attn: Edith Hamann
edith.hamann@ppsc-sppc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

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

Issuing Office – Bureau de distribution
Public Prosecution Service of Canada
Service des poursuites pénales du Canada
Acquisitions Division
284 Wellington Street
Place Bell Centre
Ottawa, ON K1A 0H8

Title – Sujet Services for Quebec Justice Process Servers	
Solicitation No. – N° de l’invitation 100029967	Date 24 August 2021
Solicitation Closes – L’invitation prend fin at – à : 1400hrs on / le – 8 September 2021	Time Zone Fuseau horaire EDT
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: edith.hamann@ppsc-sppc.gc.ca	
Telephone No. – N° de téléphone :	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein / voir ci-joint	
Delivery required - Livraison exigée See Herein / voir ci-joint	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l’entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur	
<hr/> (type or print)/ (taper ou écrire en caractères d’imprimerie)	
<hr/> Signature	<hr/> Date



TABLE OF CONTENTS

TABLE OF CONTENTS 2

PART 1 - GENERAL INFORMATION 4

1.1 SECURITY REQUIREMENTS 4

1.2 STATEMENT OF WORK..... 4

1.3 SUMMARY 4

1.4 DEBRIEFINGS 4

PART 2 - BIDDER INSTRUCTIONS 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 5

2.2 SUBMISSION OF BIDS..... 5

2.3 FORMER PUBLIC SERVANT..... 5

2.4 ENQUIRIES - BID SOLICITATION..... 6

2.5 APPLICABLE LAWS..... 7

2.6 BID CHALLENGE AND RECOURSE MECHANISMS..... 7

2.7 APPLICABLE LAWS AND LEGISLATIONS CONCERNING QUEBEC JUSTICE PROCESS SERVERS 7

PART 3 - BID PREPARATION INSTRUCTIONS..... 9

3.1 BID PREPARATION INSTRUCTIONS 9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 10

4.1 EVALUATION PROCEDURES..... 10

4.2 BASIS OF SELECTION..... 10

ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA..... 12

5.1 CERTIFICATIONS REQUIRED WITH THE BID 15

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 15

ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD 16

PART 6 - RESULTING CONTRACT CLAUSES 17

6.1 SECURITY REQUIREMENTS 17

6.2 STATEMENT OF WORK..... 17

6.3 STANDARD CLAUSES AND CONDITIONS..... 17

6.4 TERM OF CONTRACT 17

6.5 AUTHORITIES 17

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 18

6.7 PAYMENT 18

6.8 INVOICING INSTRUCTIONS 20

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... 21

6.10 APPLICABLE LAWS..... 21

6.11 PRIORITY OF DOCUMENTS 21

6.12 INSURANCE 21

6.13 NON-DISCLOSURE AGREEMENT 21

6.14 DISPUTE RESOLUTION..... 21

ANNEX A - STATEMENT OF WORK 23

ANNEX B - BASIS OF PAYMENT 27



ANNEX C - PROFESSIONAL SERVICES REQUEST 28
ANNEX D - FEES AND/OR NON-TAXABLE DISBURSEMENTS REPORT 29
ANNEX E - ELECTRONIC PAYMENT INSTRUMENTS 30
ANNEX F - NON-DISCLOSURE AGREEMENT 31
ANNEX G - VENDOR INFORMATION AND AUTHORIZATION FORM 32



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this solicitation.

1.2 Statement of Work

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

1.3 Summary

The PPSC's Quebec Regional Office requires process-serving services to collect, sort and deliver legal documents, to serve individuals, legal representatives and/or companies, as well as to file various types of legal documents at courts and tribunals in the province of Quebec, on a daily basis (fixed hours) and an "as and when requested" (emergencies) basis.

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

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

1.4 Debriefings

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

1.5 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement, Canada-Chili Free Trade Agreement, Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted electronically to the Public Prosecution Service of Canada to the attention of the Contracting Authority identified in the bid solicitation and in Part 6 - Resulting Contract Clause "Authorities" by the date, time and place indicated in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.7 Applicable Laws and Legislations concerning Quebec Justice Process Servers

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

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

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

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

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

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

[H-4.1,r.7 Regulation respecting the terms and conditions for the issue of a permit by the Chambre des huissiers de justice du Québec](#)

[H-4.1,r.7.1 Règlement sur le Conseil d'administration et les assemblées générales de la Chambre des huissiers de justice du Québec](#)

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



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

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

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

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

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

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

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

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

- Section I: Technical Bid (electronic copies) in MS Word or PDF Format
- Section II: Financial Bid (electronic copies) in MS Word or PDF Format
- Section III: Certifications (electronic copies) in MS Word or PDF Format

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

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

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

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

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

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

4.2 Basis of Selection

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

4.2.1 To be declared responsive, a bid must:

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



- 4.2.2 Bids not meeting a), b), or c) will be declared non-responsive;
- 4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price; The ratio will be 60% for the technical merit and 40% for the price;
- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%;
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%;
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating;
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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



ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA

Mandatory Technical Criteria

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

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

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



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

Point Rated Technical Criteria

Each Bid that meets all the mandatory technical criteria will be evaluated and scored in accordance with the following point-rated evaluation criteria table(s).

Bidders that fail to obtain the required minimum number of points specified will be declared non-responsive. Each point-rated technical criteria must be addressed separately.

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

No.	Point Rated Technical Criterion	Scale Rate	Weighting (Points)	Cross Reference to Proposal
<p>RT1</p>	<p>Company experience The Bidder must show in its proposal that it has a minimum of five (5) years' experience in providing Quebec justice process server services to at least three (3) different clients over the past three years.</p> <p>To support this experience, the following information must be provided:</p>	<ul style="list-style-type: none"> (a) has 5 to 10 years' experience (25 points); (b) has more than 10 years' experience (50 points). 	<p>50 points</p>	



	<ul style="list-style-type: none"> (a) the name of the client organization; (b) the name, title and telephone number of the contact person; (c) a brief description of the services provided; and (d) the start and end dates of the work. 			
RT2	<p>Experience of personnel The Bidder must show in its proposal that it has a minimum of twenty-five (25) proposed process servers have a minimum of two (2) years' experience in providing Quebec justice process server services.</p> <p>The list for EACH proposed personnel member must include the following information:</p> <ul style="list-style-type: none"> (a) the name of the process server; (b) the date of the process server's admission to the profession. (c) his or her knowledge of serving processes issuing from any court or tribunal, executing legally binding decisions and performing any other duty delegated to process services by legislation or by a court. 	<ul style="list-style-type: none"> (a) has 25 to 30 process servers with at least two (2) years' experience (15 points); (b) has 31 to 35 process servers with at least two (2) years' experience (30 points); (c) has more than 35 process servers with at least two (2) years' experience (50 points) 	50 points	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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 Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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



**ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO
CONTRACT AWARD**

1. Status and Availability of Resources

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

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

Signature of authorized Representative

Date

2. Education and Experience

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

Signature of authorized Representative

Date



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from October 1, 2021 to September 30, 2022, inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Edith Hamann

Title: Senior Materiel Management and Acquisitions Officer

Organization: Public Prosecution Service of Canada

Directorate: Finance and Acquisition

Address: 160 Elgin Street, Place Bell, 12th Floor, Ottawa, ON K2P 2C4

Telephone: 613-668-9501

E-mail address: edith.hamann@ppsc-sppc.gc.ca

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



6.5.2 Project Authority

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

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

6.5.3 Contractor's Representative

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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

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

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

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

The Supplier will be paid its costs reasonably and properly incurred in the performance of the work, as determined in accordance with Contract Cost Principles 1031-2 following an audit by the Government of Quebec. In addition, a tariff adopted by the government specifies professional fees that process servers are required to claim from their clients or from debtors when they serve a legal document or execute a judgment by means of a writ or warrant (*Tariff of fees and transportation expenses of bailiffs, c. H-4.1, r. 14*), and a tariff adopted by the Chambre des huissiers de justice du Québec, pursuant to the *Professional*



Code, states the fair and reasonable fees within the meaning of section 33 of the *Code of ethics of bailiffs* that a process server claims after having agreed upon them with his or her client for professional acts that are not specified in the tariff adopted by the government. It provides compensation for, among other things, an exponential increase in the costs of using a motor vehicle and in general operating costs ([Tariff of Professional Fees \[in French only\]](#)). The results and findings of the government's audit will be conclusive.

6.7.1.1 Return of Documents

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

6.7.1.2 Fees Payable on Behalf of the PPSC

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

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

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

6.7.1.3 Transfer Fee to another Contractor outside the Coverage Sector

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

6.7.1.4 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle expense 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.

6.7.1.5 Other Direct Expenses

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

6.7.2. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*To be inserted at contract award*). Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:



When it is 75 percent committed, or

Four (4) months before the contract expiry date, or

As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first

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

6.7.3 Method of Payment

Monthly Payments - H1008C (2008-05-12)

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; and
- (c) the Work performed has been accepted by Canada.

6.7.4 SACC Manual Clauses

C0705C (2010-01-11) – Discretionary Audit

6.7.5 Electronic Payment of Invoices – Contract

(to be identified at contract award - according to payment instruments accepted by Contractor)

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

- (a) Visa Acquisition Card;
- (b) MasterCard Acquisition Card;
- (c) Direct Deposit (Domestic and International);
- (d) Electronic Data Interchange (EDI);
- (e) Wire Transfer (International Only);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

6.8.1 Invoicing Instructions H5001C (2008-12-12)

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

Each invoice must be supported by:

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



6.8.2 Invoices must be distributed as follows:

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

Attn: Claudyne Hilaire
Email: claudyne.hilaire@ppsc-sppc.gc.ca

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Professional Services Request
- (f) Annex D, Fees and/or non-taxable disbursements report
- (g) Annex E, Electronic Payment Instrument
- (h) Annex F, Non-Disclosure Agreement
- (i) Annex G, Vendor Information and Authorization Form
- (j) the Contractor's bid dated _____ *(To be inserted at contract award)*

6.12 Insurance

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

6.13 Non-Disclosure Agreement

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

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX A - STATEMENT OF WORK

1 TITLE

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

2 OBJECTIVE

The purpose of this procurement is to establish a contract with a contractor to provide Quebec justice process server services to the Public Prosecution Service of Canada (PPSC) Quebec Regional Office (QRO), which includes the satellite office, on a daily basis (fixed hours) and an "as and when requested" (emergencies) basis.

3 BACKGROUND

The PPSC's Quebec Regional Office requires process-serving services to collect, sort and deliver legal documents, to serve individuals, legal representatives and/or companies, as well as to file various types of legal documents at courts and tribunals in the province of Quebec, on a daily basis (fixed hours) and an "as and when requested" (emergencies) basis.

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

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

4. TASKS/DETAILED SERVICES

The Contractor must:

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

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

There are three (3) types of daily services requested by the PPSC from the Contractor:

- "Firm Daily Pick-up"; and
- "As and When Requested" - Urgent Service; and
- use of the online portal

4.1 Business Practices

The following business practices will apply to firm daily pick-ups or service requests made through the contractor's website portal.



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

The Contractor may be instructed on the service request form to telephone the requester to confirm that the documents were served and/or filed by a stated time and/or to report any problems with the services on the same day as the service.

An identical form must be available via the contractor's website portal, allowing the same types of requests to be made and allowing the same information to be included as on the form described above

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

In filing the various types of documents, the Contractor must follow the applicable rules of court of each of the different Courts.

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

4.2 Return of Documents

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

4.3 Proof of Service

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

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

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

The proof of service or affidavits for the documents served must be returned by the Contractor at the office where the documents were originally picked up and through the contractor's website portal.

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



4.4 Additional Attempts

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

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

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

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

4.6 Transfer Fee to Another Contractor Outside the Coverage Sector

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

4.7 Loss or Damage

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

4.8 Performance

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

4.9 Coverage Sector

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

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

5. MEETINGS

No meetings will take place.



6. DELIVRABLES

6.1 “Firm Daily Pick-up” – Regular Service

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

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

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

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

6.2 “As and When Requested” – Urgent Service

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

6.3 Service requests made via the contractor's web site portal

The Contractor shall ensure that requests for services transmitted via the Contractor's website portal are processed according to the same criteria described in sections 6.1 and 6.2 of this document.

7. LANGUAGE REQUIREMENTS

The work will be done in French.

8. PPSC OFFICES

The Quebec Regional Office is located at:
200 Blvd. René-Lévesque Ouest, East Tower, 9th floor, Montreal QC H2Z 1X4

The QRO satellite office is located at:
925, 9^e rue de l'Aéroport, 2nd floor, Québec QC 2G2 2S5



ANNEX B - BASIS OF PAYMENT

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

Tariffs/fees (updated each year on January 1)
[Tariff of fees and transportation expenses of bailiffs \(H-4.1, r.14\)](#)

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

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

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

Description	Initial Period October 1, 2021 to September 30, 2022	Option 1 October 1, 2022 to September 30, 2023	Option 2 October 1, 2023 to September 30, 2024	Option 3 October 1, 2024 to September 30, 2025	Option 4 October 1, 2025 to September 30, 2026
Other Professional Costs that may be claimed :					
SUB-TOTAL					
GST					
QST					
TOTAL					

NOTE: The offer must include the other fees, other than those established in the Tariff of fees and transportation expenses of bailiffs (H-4.1, r.1) and the Tariff of Professional Fees 2014 - R.S.Q. c.-26, s.86.0.1, para, 12 which may be claimed by the offers.



ANNEX C - PROFESSIONAL SERVICES REQUEST

QUEBEC JUSTICE PROCESS SERVER

Date: _____
File #: _____
Case #: _____
File Name: _____
Originator: _____
Telephone #: _____

Services on and/or Executions:

Today - No later: _____
Tomorrow - No later: _____
At the latest on: _____
Regular: _____

Court Work:

Issue Today - No later: _____
Tomorrow - No later: _____
At the latest on: _____
Regular: _____

Produce Today - No Later:

Produce Today - No later: _____
Tomorrow - No later: _____
At the latest on: _____
Regular: _____

Stamp:

Abridge time - Today No Later:

Abridge time tomorrow: _____

Endorse Today - No Later:

Endorse at the latest on: _____

Confirmation

Fax: _____
Email: _____

Comments: _____



ANNEX D - FEES AND/OR NON-TAXABLE DISBURSEMENTS REPORT

PROFESSIONAL FEES FOR QUEBEC JUSTICE PROCESS SERVERS (January 1st, 2021*)

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

Province of Quebec District of Court No:	<p align="center">Report of fees and/or non-taxables disbursements paid to your account in this file</p> <p align="center">Tariff of Professional Fees, section 4, adopted by the Conseil d'administration de la Chambre des huissiers de justice du Québec under the authority of paragraph 120 of section 86.0.1 of the <i>Professional Code</i>, R.S.Q. c. C-26)</p>
Applicant v.	<p>Please note that fees and, as required, disbursements, were paid to your account for professional services that we made at your request</p> <p align="center">Description of services</p>
Respondent Fees: Disbursements: (describe them) Sub-total : GST No QST No Total : Client : (Name of client) Firm name Process server Address Telephone and fax nos	1 . 2 . 3 . 4 . 5 . Total fees and disbursements from this report is: Your city, date Signature of the process server or the person in charge of accounts

i c. (H-4.1, r.1)
ii Resolution CA2012-1060

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



ANNEX E - ELECTRONIC PAYMENT INSTRUMENTS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



ANNEX F - NON-DISCLOSURE AGREEMENT

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

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

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

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

Signature

Date



ANNEX G - VENDOR INFORMATION AND AUTHORIZATION FORM

1.0 Firm Organization's Profile

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

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

Complete Address:

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

Sole Proprietorship Partnership Corporate Entity

Business Number _____
Procurement Business Number: _____
Owner(s) of the Firm: _____

2.0 List of Proposed Subcontractors

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

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

Subcontractors:

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