

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

Ministère de la Justice Canada  
Attention : Nancy Racine  
Courriel : nancy.racine@justice.gc.ca

Department of Justice Canada  
Attention: Nancy Racine  
Email: nancy.racine@justice.gc.ca

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

Commentaires - Comments :

**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 complets, 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.

**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.

<b>Title – Sujet</b>	
Mémoires et documents d'appel - Ministère de la Justice Canada Memorandums and appeal documents - Department of Justice Canada	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
JUS-DOC-MEMOIRES-2022-07	2022-07-11
<b>Client Reference No. – N° référence du client</b>	
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Solicitation Closes L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
<b>at – à</b> 14h00	Eastern Standard Time (EST)
<b>on – le</b> 2022-08-22	Heure normale de l'Est (HNE)
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
<b>Address inquiries to – Adresser toute demande de renseignements à :</b>	
<b>Area code and Telephone No. Code régional et N° de téléphone</b>	<b>E-mail - Courriel</b>
438-356-8360	nancy.racine@justice.gc.ca
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction</b>	

**Instructions:** See Herein

**Instructions :** Voir aux présentes

<b>Delivery required - Livraison exigée</b>	<b>Delivery offered - Livraison proposée</b>
See Herein – Voir aux présentes	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) <b>Compétence du contrat :</b> Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
<b>Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>e-mail - courriel</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 INTRODUCTION ..... 4

1.2 SUMMARY ..... 4

1.3 DEBRIEFINGS ..... 4

**PART 2 - OFFEROR INSTRUCTIONS ..... 5**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 5

2.2 SUBMISSION OF OFFERS ..... 5

2.3 FORMER PUBLIC SERVANT ..... 5

2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS ..... 6

2.5 APPLICABLE LAWS ..... 7

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

**PART 3 - OFFER PREPARATION INSTRUCTIONS ..... 7**

3.1 OFFER PREPARATION INSTRUCTIONS ..... 7

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 8**

4.1 EVALUATION PROCEDURES ..... 8

4.2 BASIS OF SELECTION ..... 11

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 11**

5.1 CERTIFICATIONS REQUIRED WITH THE OFFER ..... 11

5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION ..... 12

**PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES ..... 12**

**A. STANDING OFFER ..... 12**

6.1 OFFER ..... 12

6.2 SECURITY REQUIREMENTS ..... 12

6.3 STANDARD CLAUSES AND CONDITIONS ..... 12

6.4 TERM OF STANDING OFFER ..... 13

6.5 AUTHORITIES ..... 13

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 14

6.7 IDENTIFIED USERS ..... 14

6.8 CALL-UP INSTRUMENT ..... 14

6.9 LIMITATION OF CALL-UPS ..... 14

6.10 FINANCIAL LIMITATION ..... 15

6.11 PRIORITY OF DOCUMENTS ..... 15

6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 15

6.13 APPLICABLE LAWS ..... 15

**B. RESULTING CONTRACT CLAUSES ..... 15**

7.1 STATEMENT OF WORK ..... 15

7.2 STANDARD CLAUSES AND CONDITIONS ..... 16

7.3 TERM OF CONTRACT ..... 16

7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 16

7.5 PAYMENT ..... 16

7.5 INVOICING INSTRUCTIONS ..... 17

7.6 INSURANCE ..... 17

7.7 DISPUTE RESOLUTION ..... 17

7.8 INSPECTION AND ACCEPTANCE ..... 17

**ANNEX "A" - STATEMENT OF WORK ..... 19**

**ANNEX "B" - BASIS OF PAYMENT ..... 22**



**ANNEX “C” - ELECTRONIC PAYMENT INSTRUMENTS .....23**  
**ANNEX “D” - INTEGRITY REGIME VERIFICATION FORM.....24**  
**ANNEX “E” - LICENSE COPY - CLOUD PLATFORM.....25**  
**ANNEX "F" - COPY OF PROOF OF NOTIFICATION - CLOUD PLATFORM .....26**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RSFO) 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 RSFO;
- 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 (Annex "A"), Basis of Payment (Annex "B"), Electronic Payment Instruments (Annex "C"), Integrity Regime Verification Form (Annex "D"), Licence Copy – Cloud Platform (Annex "E"), Copy of Proof of Notification – Cloud PlatForm (Annex "F"), and any other annexes.

### **1.2 Summary**

The Department of Justice Canada (JUS), Quebec Regional Office (QRO) requires the services of a specialist, as and when required, for the preparation, drafting and production of briefs and appeal documents in accordance with the legal and regulatory requirements of the various Canadian courts, including the Quebec Court of Appeal.

It is anticipated that one (1) Standing Offer will be awarded from the date of award of the Standing Offer to June 30, 2023, with five (5) optional one (1) year extension periods at Canada's discretion. Nothing in this Standing Offer, if awarded, should be interpreted as an offer of work. The Work, if any, will be assigned through a call-up against the Standing Offer on an as required basis.

### **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 by video conference.



## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2006 (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RSFO.

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 only by e-mail to the Contracting Authority (Nancy.Racine@justice.gc.ca) by the date, time and place indicated on page 1 of the RSFO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile and by mail to the Department of Justice Canada 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.

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: 2019-01 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 ten (10) calendar days before the Request for Standing Offers (RSFO) closing date. Enquiries received after that time may not be answered.

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



## 2.5 Applicable Laws

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

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

## 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 the offer be gathered per section and separated as follows:

Section I: Technical Offer (1 electronic copy)

Section 1.1 : Example in French (1 paper copy sent by mail to address indicated in 1.1)

Section 1.2 : Example in English (1 electronic copy sent by email to address indicated in 1.2)

Section II: Financial Offer (1 electronic copy)

Section III: Additional Information (1 electronic copy)

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

#### **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.

In addition, The bidder must provide the following documents with their offer:

1.1.Example in hard copy (French) by mail to the following address



Department of Justice Canada  
Sonia Turbide  
200 René-Lévesque Blvd. René-Lévesque West  
Guy-Favreau Complex - East Tower, 9th floor  
Montreal, Quebec  
H2Z 1X4

1.2 Electronic example in PDF (in English) at the following e-mail address:

sonia.turbide@justice.gc.ca

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

### **3.1.1 Electronic Payment of Invoices - Offer**

The standard payment method used by The Department of Justice Canada is direct deposit.

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

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices other than direct deposit.

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

### **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.
- (c) Examples provided in O1 will be evaluated by the technical authority team:
  - Example in French (1 paper copy)
  - Example in PDF in English (1 electronic copy)





#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Mandatory requirements are evaluated on a pass/fail basis. Failure of a bidder to meet any one (1) of the following mandatory requirements will result in non-compliance and ineligibility of the bidder's proposal for further consideration or evaluation. It is the bidder's responsibility to ensure that their proposal meets ALL of the following mandatory requirements.

Note to bidders: Please indicate next to each criterion the corresponding number(s) on the de page of your offer.

Mandatory Criteria	N° . page	Yes / No
<p><b>O1.</b> The bidder must demonstrate that it has <b>bilingual</b> experience in the preparation and drafting of briefs and appeal documents before the following Canadian courts Supreme Court of Canada and Quebec Court of Appeal.</p> <p>The bidder shall provide the following two examples:</p> <ul style="list-style-type: none"> <li>- <b>In paper format</b>, an example <b>in French</b> of a Response to an Application for Leave to Appeal to the Supreme Court of Canada under the Rules of that Court;</li> <li>- <b>In electronic format</b>, an example <b>in English</b> of an Appeal Record (brief and appendices) in the Quebec Court of Appeal that complies with the rules of that court.</li> </ul>		
<p><b>O2.</b> The bidder must demonstrate that they have the technology to provide the required electronic services such as: PDF version with hyperlinks - Direct and immediate access to references cited in a brief (depositions, authorities, other briefs); keyword search, text recognition.</p> <p>This must be demonstrated in <b>the example provided in electronic format to meet criterion O1.</b></p>		
<p><b>O3.</b> The bidder must show evidence of using a cloud-based platform for transmitting and receiving documents, such as OneDrive, TitanFile, Wetransfert or Dropbox</p> <p>This must be demonstrated by providing a copy of the current license as an appendix to the technical bid.</p>		
<p><b>O4.</b> The bidder must demonstrate evidence of using a cloud-based platform for notification of procedures in the Technical Offer Annex.</p> <p>This must be demonstrated by providing a copy of a proof of notification.</p>		



#### 4.1.1.2 Point Rated Technical Criteria

Bids that meet all mandatory technical criteria will be evaluated and scored according to the table below. Bids that do not achieve the minimum required points established will be declared non-responsive. Each rated technical criterion must be addressed separately.

<b>Rated technical criteria (C)</b>			
<b>Criteria</b>	<b>Maximum number of points</b>	<b>Rating scale</b>	<b>Bidder's Response</b>
<p><b>C1.</b> The bidder should demonstrate its ability to provide brief preparation services in both official languages (English and French).</p> <p>The bidder should submit 2 examples either</p> <ul style="list-style-type: none"> <li>- a French sample (paper format) of a Response to a Leave to Appeal to the Supreme Court of Canada in accordance with the rules of that court</li> <li>- an example in English (electronic format) of an Appeal Record (factum and appendices) in the Quebec Court of Appeal that complies with the rules of that court.</li> </ul>	40 points	<p>For each of the examples (one in English and one in French)</p> <p>a) the example demonstrates knowledge of the rules of practice of the various courts of justice (5 points for example)</p> <p>b) the example demonstrates the knowledge and quality of the official language (5 points for example)</p> <p>c) Layout of the document (5 points for example)</p> <p>d) Bindings (5 points for example)</p> <p>Total: 20 points for example</p>	
<p><b>C2.</b> The bidder must use a quality assurance regime in their print shop and demonstrate this by presenting their approach to performance and quality assurance in their offer.</p> <p>To demonstrate their approach, the bidder must provide details on the following:</p> <p>(a) Hiring practices for print shop resources, identifying the qualifications required for the resources;</p> <p>b) How mandates are assigned to resources to ensure timelines are met;</p> <p>c) How the quality of work is monitored in the print shop;</p> <p>d) How questions/problems are handled and solved in print;</p> <p>(e) How the quality and performance of the print shop's work will be maintained throughout the term of the potential contract.</p>	25 points	<p>Explanation given by the bidder demonstrates:</p> <p>(a) Hiring practices for print shop resources, identifying the qualifications required for the resources; (5 points)</p> <p>b) How mandates are assigned to resources to ensure timelines are met; (5 points)</p> <p>c) How the quality of work is monitored in the print shop; (5 points)</p> <p>d) How questions/problems are handled and solved in print; (5 points)</p> <p>(e) How the quality and performance of the print shop's work will be maintained throughout the term of the potential contract. (5 points)</p> <p>Total: 25 points</p>	



#### **4.1.2 Financial Evaluation**

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

Only compliant proposals that meet all the requirements detailed in Step 4.1.1 will be considered at this stage.

Prices submitted will be evaluated to determine the bid evaluation price in accordance with the basis of payment in Annex B

If there is an error in the calculated price in the Bidder's proposal, the unit price and rates will be withheld and the calculated price will be corrected for evaluation purposes. Quantity errors found in the Bidder's proposal will be corrected so that the quantities match those in the Request for Standing Offer. Failure or refusal to provide a price or rate for any item in Basis of Payment (Annex B) shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

#### **4.2 Basis of Selection**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers (RFSO); and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 65 points.
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **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 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>), 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 (ESDC) - Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror 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.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** 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>) issued by Public Works and Government Services Canada.



### **6.3.1 General Conditions**

2005 (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## **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 acceptance of the Standing Offer to June 30, 2023.

### **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 five (5) optional one (1) year extension period 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.

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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified in point 12 at Annex "B" of the Standing Offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Nancy Racine  
Title: Senior Analyst and Contracting Officer  
Department of Justice Canada

Address: 200, boul. René-Lévesque Ouest  
Complexe Guy-Favreau - Tour Est, 7<sup>e</sup> étage  
Montréal (Qc), H2Z 1X4

Telephone: (438) 356-8360  
E-mail address: nancy.racine@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.

### **6.5.3 Offeror's Representative**

To be determined

### **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 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of Justice Canada

### **6.8 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives 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.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains 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.

### **6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$100 000 (Applicable Taxes included).



## 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200 000 (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 60 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.

## 6.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-01-28) General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2022-01-28); General Conditions – Services (Medium Complexity)
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment
- g) the Offeror's offer dated \_\_\_\_\_

## 6.12 Certifications and Additional Information

### 6.12.1 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.

## 6.13 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 Quebec.

## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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



## **7.2 Standard Clauses and Conditions**

### **7.2.1 General Conditions**

2010C (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2022-01-28) General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

## **7.3 Term of Contract**

### **7.3.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive

### **7.3.2 Delivery Date**

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

## **7.4 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

## **7.5 Payment**

### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are excluded and Applicable Taxes are extra.

### **7.5.2 Limitation of Price**

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.

### **7.5.3 Terms of Payments (to be inserted at contract award)**

#### **7.5.3.1 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**





### **7.5.3.2 Monthly Payment**

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

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

### **7.5.4 Electronic Payment of Invoices – Call-up**

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)

### **7.5 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.

### **7.6 Insurance**

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

### **7.7 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".

### **7.8 Inspection and Acceptance**

The Project Authority is 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.



## **ANNEX "A" - STATEMENT OF WORK**

### **1. Title**

Preparation of briefs and appeal documents.

### **2. Objective**

The Department of Justice Canada, Quebec Regional Office, wishes to retain the services of a contractor for the preparation, development and production of briefs and appeal documents respecting the legal and regulatory requirements according to the rules of procedure of the various Canadian courts (including Quebec).

### **3. Scope**

According to the specifications required by the various courts (Quebec Court of Appeal, Federal Court of Appeal, Supreme Court), the contractor's work consists of completing the tasks mentioned in the technical specifications in order to prepare, make up and produce, within a sometimes very short time, various legal documents such as

- Memorandum/ presentations and appendices
- Request for authorization, reply
- Appeal file
- Collection of sources / book of authorities
- Compendium / condensed collection
- Parts and procedures book

#### **A) Contractor's tasks / Technical specifications**

- Identification of relevant documents with the assistance of the prosecutor in charge of the case (project manager)
- Gathering of documents necessary for the preparation of the document(s)
- Preparation according to the rules of procedure of the court concerned
- Layout according to the rules of procedure
- Pagination
- Search for references
- Footnotes
- Review (French and English)
- Preparation of the list of sources/authorities
- Preparation of cover pages and tables of contents
- Printing, proofreading and tabbing
- Digitization and computer graphics
- Draft to the responsible prosecutor (project manager) for approval
- Filing with the Court and service on the parties according to the rules and deadlines
- Transmission of the final signed version to the person in charge of the file (project manager)
- Return of the original documents to the client if necessary

#### **B) Electronic version :**

- PDF format with highlights, bookmarks and hyperlinks
- Text recognition for easy searching
- Accessibility on computer media (USB key, DVD, CDROM, etc.)



**C) Preparation of a "search" index:**

- With index, bookmarks and links to the brief (or others)

**D) Use of cloud platforms for electronic filing**

Use of cloud platforms for the transmission, notification and/or filing of proceedings (such as Todoc Docurium, TitanFile, OneDrive, Wetransfert, Dropbox, Jurisoft, etc.)

**4. Obligations of the contractor**

The contractor is responsible for collecting the documents from the client and/or the court if required. Original documents, if any, shall be returned in their complete form upon completion of the work.

**5. Constraints**

The courts require the production of appeal briefs and documents that meet procedural rules, often within very short deadlines. The development and preparation of appeal briefs, factums and other proceedings requires expertise and thoroughness in form and content (rules of procedure), as well as access to quality reprographic, digital technology and printing resources.

**6. Language Requirements**

Language :	<input checked="" type="checkbox"/> English	<input checked="" type="checkbox"/> French	
Language Proficiency Grid:			
Oral	<input type="checkbox"/> <b>Basic Level</b> A person speaking at this level can: <ul style="list-style-type: none"> <li>• ask and answer simple questions</li> <li>• give simple instructions</li> <li>• give uncomplicated directions relating to routine work situations</li> </ul>	<input type="checkbox"/> <b>Intermediate Level</b> A person speaking at this level can: <ul style="list-style-type: none"> <li>• sustain a conversation on concrete topics; report on actions taken</li> <li>• give straightforward instructions to employees</li> <li>• provide factual descriptions and explanations</li> </ul>	<input checked="" type="checkbox"/> <b>Advanced Level</b> A person speaking at this level can: <ul style="list-style-type: none"> <li>• support opinions</li> <li>• understand and express hypothetical and conditional ideas</li> </ul>
Comprehension	<input type="checkbox"/> <b>Basic Level</b> A person reading at this level can: <ul style="list-style-type: none"> <li>• fully understand very simple texts</li> <li>• grasp the main idea of texts about familiar topics</li> <li>• read and understand elementary points of information such as dates, numbers, or</li> </ul>	<input type="checkbox"/> <b>Intermediate Level</b> A person reading at this level can: <ul style="list-style-type: none"> <li>• grasp the main idea of most work-related texts</li> <li>• identify specific details</li> <li>• distinguish main from subsidiary ideas</li> </ul>	<input checked="" type="checkbox"/> <b>Advanced Level</b> A person reading at this level can: <ul style="list-style-type: none"> <li>• understand most complex details, inferences and fine points of meaning</li> <li>• have a good comprehension of specialized or less familiar material</li> </ul>



	names from relatively more complex texts to perform routine job-related tasks		
<b>Written</b>	<input type="checkbox"/> <b>Basic Level</b> A person writing at this level can: <ul style="list-style-type: none"> <li>• write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person</li> </ul>	<input type="checkbox"/> <b>Intermediate Level</b> A person writing at this level can: <ul style="list-style-type: none"> <li>• deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary</li> </ul>	<input checked="" type="checkbox"/> <b>Advanced Level</b> A person writing at this level can: <ul style="list-style-type: none"> <li>• write texts where ideas are developed and presented in a coherent manner</li> </ul>

**7. Environmental Considerations**

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice Canada encourages product/service Contractors to improve their operations to reduce their negative impact on the environment.

**7.1 Environmental Properties Behaviour Recommended**

7.1.1 Paper consumption:

Project / Technical Authority and the Contractor are encouraged to:

- Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project / Technical Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

7.1.2 Use of teleconference and public transit

Project / Technical Authority and the Contractor are encouraged to:

- use video and/or teleconferencing where possible to cut down unnecessary travel.
- Project / Technical Authority and the Contractor are encouraged to Use of public transit where feasible.

7.1.3 Shipping and Packaging

The Contractor is encouraged to:

- Reduce packaging volume and weight for any goods shipped to JUS
- Use reusable shipping materials, including reusable plastic, crates and corrugated boxes.



## **ANNEX "B" - BASIS OF PAYMENT**



## **ANNEX “C” - ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by 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 “D” - INTEGRITY REGIME VERIFICATION FORM**

The supplier should complete the Form and submit it precedent to contract award.\*

Supplier’s legal name:	
Organizational structure:	<input type="checkbox"/> corporate entity <input type="checkbox"/> privately owned corporation <input type="checkbox"/> sole proprietor
Bidder’s address:	
<u>Procurement Business Number (PBN):</u>	

Directors / Owners *		
First Name	Last Name	Position (if applicable)

\* Note:

- i. Suppliers, including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- ii. Privately owned corporations must provide the names of the owners of the corporation.
- iii. Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- iv. Suppliers that are a partnership do not need to provide a list of names.





**ANNEX “E” - LICENSE COPY - CLOUD PLATFORM**



**ANNEX "F" - COPY OF PROOF OF NOTIFICATION - CLOUD PLATFORM**