



**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: Nathalie Simon
Nathalie.simon@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 - Preparation of memories	
Solicitation No. – N° de l'invitation 100031125	Date July 27, 2022
Closes – L'invitation prend fin – à : 2 :00 PM on / le – Friday, August 26, 2022	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: Nathalie.simon@ppsc-sppc.gc.ca	
Telephone No. – N° de téléphone :	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	
Delivery required - Livraison exigée See Herein	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
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



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PART 1 – GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B includes the clauses and conditions that will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity – Certification, and any other annexes.

1.2 Summary

The requirement is limited to Canadian goods and services.

The Public Prosecution Service of Canada (PPSC) requires services to prepare and document appeal proceedings, factums/memorandums and books of authorities, on appeal before the Supreme Court of Canada, the Federal Court of Appeal or the Quebec Court of Appeal, complying with legislative and regulatory requirements based on regular requests.

1.3 Security Requirements

There are security requirements associated with this requirement. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening, offerors should refer to the Public Works and Government Services Canada [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>).



1.4 Debriefing

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

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to section 7.15, Transition to an e-Procurement Solution (EPS).

The Government of Canada's [news release](#) provides additional information.



PART 2 – OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2022-03-29) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements are included by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to nathalie.simon@ppsc-sppc.gc.ca by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PPSC will not be accepted.

2.3 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 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.



2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 – OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer in PDF format
- Section II: Financial Offer in PDF format
- Section III: Certifications in PDF format
- Section IV: Additional Information in PDF format

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

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

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, offerors are encouraged to submit offers electronically. If hard copies are required, offerors should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally preferable format including black and white printing instead of colour printing, double-sided/duplex printing, using staples or clips instead of cerlox, duotangs or binders.

Section 1: **Technical Offer**

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

Section II: **Financial Offer**

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

Section III: **Certifications**

Offerors must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory criteria are evaluated on a pass-or-fail basis. The proposal of any offeror that fails to meet one of the mandatory criteria below shall be deemed non-responsive and will be excluded from any further evaluation or assessment. It is the Offeror's responsibility to ensure that the proposal meets ALL mandatory criteria listed below.

Note to offerors: For each criterion, please indicate the corresponding page number(s) in your proposal.		
Mandatory Technical Criteria	Page No.	Yes/No
M1. The Offeror must demonstrate that it has a minimum of three (3) years of experience in the last five (5) years in the preparation of facta/memoranda within the federal and/or provincial government.		
M2. The Offeror must provide a plan detailing in clear and precise terms the steps for preparing facta/memoranda within its business, indicating the number of people assigned per team and the minimum period required to finalize facta/memoranda, including serving and filing before the Court.		
M3. The Offeror must demonstrate that it can offer preparation and production services for facta/memoranda in both official languages (English and French). The Offeror must submit two (2) examples (one example in English and one in French) of the preparation and production of facta/memoranda (excluding the Public Prosecution Service of Canada).		
M4. The Offeror must provide three (3) reference letters from different clients (excluding the Public Prosecution Service of Canada) as required in Annex C. These letters may be from the public, parapublic, institutional, commercial, provincial or industrial sector.		

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

Bids must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that: the service(s) offered is(are) a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.2.1.1 Clause [A3050T](#) of the *SACC Manual* (2020-07-01), Canadian Content Definition

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



5.2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC – Labour\)](#) 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 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) The Offeror must hold a valid organization security clearance as indicated in Part 7A – Standing Offer.
 - (b) The Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A – Standing Offer.
 - (c) The Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) document on the Departmental Standard Procurement Templates website.



PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work in Annex A.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2022-01-28), General Conditions – Standing Offers – Goods or Services, apply to and form part of this Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from the date of award to August 31, 2023. The maximum budget for this period is \$ (to be included at contract award) including applicable taxes.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one (1)-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Manon Viau
Title: Acquisitions Officer
Address: 160 Elgin, 12th floor
Ottawa, ON K1A 0H8
Telephone: 343-541-8643
Email: manon.viau@ppsc-sppc.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, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.



7.5.2 Project Authority

The Project Authority for the Standing Offer is: [\(to be included at contract award\)](#)

Name: _____
Title: _____
Address: _____
Telephone: ____ - ____ - _____
Email: _____

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

7.5.3 Offeror's Representative [\(to be included at contract award\)](#)

Name: _____
Title: _____
Address: _____
Telephone: ____ - ____ - _____
Email: _____

7.6 Call-up Procedures

7.6.1 Ranking and Methodology for Standing Offers – “Right of First Refusal” Basis

The call-up procedures require that, when a requirement is identified, the Identified User must contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the Identified User will contact the next ranked offeror. The Identified User will continue and proceed as above until an offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the principle of “right of first refusal”. When the highest-ranked offeror is unable to fulfill the need, the Identified User is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

7.7 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 or 3 below, or 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. They must be for goods or services or a 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. The following forms are available on the [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 that 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

7.8 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 appears later on the list.

- (a) The call up against the Standing Offer, including any annexes
- (b) The articles of the Standing Offer
- (c) [2005](#) (2022-01-28), General Conditions – Standing Offers – Goods or Services
- (d) Annex A, Statement of Work
- (g) Annex B, Basis of Payment
- (h) Annex C, Security Requirements Check List
- (j) The Offeror's offer dated _____

7.9 Certifications and Additional Information

7.9.1 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 a default by the Offeror. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the SO.

7.10 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

2035 (2022-05-12), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Contract Period

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

7.4 Payment

7.4.1 Limitation of Expenditures

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

whichever comes first.

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



7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified on the invoice has been completed.
Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract.
2. Invoices must be distributed as follows:

For certification and payment, the original and one (1) copy must be forwarded to;

- Manon Richer
Manon.richer@ppsc-sppc.gc.ca

7.6 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 resolve the problem.
- (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

Preparation and production of appeal books, facta/memoranda and books of authorities for appeals to the Supreme Court of Canada, the Federal Court of Appeal or the Quebec Court of Appeal

2. PURPOSE

Provide the Public Prosecution Service of Canada (PPSC) with services to prepare and produce appeal pleadings, complying with statutory and regulatory requirements, on an as-and-when-requested basis. A possibility of issuing up to two agreements for the service of preparing and producing memoranda/facta.

3. CONTEXT

The courts require the preparation of pleadings and documents that comply with strict rules, under very tight deadlines. Court deadlines can vary, but they are generally within 30 days. During this period, lawyers must prepare their arguments for comments and review. Everything must then be approved by various internal committees within the Department, which is why the preparation deadlines are so short for the Contractor. The preparation and production of appeal books, facta/memoranda and/or other pleadings is work that demands a great deal of thoroughness in terms of the format and content, as well as access to important resources in terms of reproduction, digitization, printing, revision and service.

4. SCOPE

The Work involves preparing various documents within a very short timeframe, in accordance with specifications demanded by the courts and set out in various enactments. Lawyers often submit the documents to the Contractor approximately one (1) or two (2) days before the court's deadline.

5. TASKS AND TECHNICAL SPECIFICATIONS

The supplier must:

(A) Preparation of annexes

- Obtaining of the file from Superior Court
- Requesting court transcripts, if applicable
- Reviewing the file and preparing a preliminary list of annexes for approval
- Reviewing and finalizing this list with the client
- Digitizing and formatting annexes
- Inserting numbering and adding headers
- Preparing tables of contents, cover pages and backings
- Preparing a temporary CD-ROM or USB key of those documents to assist the client in drafting the factum/memorandum (if scheduling permits).

(B) Preparation of the factum/memorandum (and/or appeal book):

- Formatting
- Preparing the list of authorities
- Researching and inserting references to annexes
- Proofreading the factum/memorandum
- Revising and finalizing the factum/memorandum with the client



(C) Finalization of the Work:

- Printing and binding the documents
- Preparing the interactive CD-ROM or USB key of all documents with an index, bookmarks, hyperlinks and text recognition
- Using an FTP platform to share electronic documents
- Carrying out delivery, shipping, service and production
- Sending reports and production receipts to the various parties involved

(A), (B) and (C):

The Contractor will email counsel in charge of the file a draft to be approved by the client before it is served and/or filed in the record. This draft may be in MS Word or in PDF and may be either in French, in English or in both official languages. Once the draft is approved by the client, the Contractor will provide the client with the final version.

Serving and producing to the court within the stipulated timeframe (by bailiff or electronically) in compliance with the agreement with the prosecutor responsible for the case.

6. TRAVEL

The Contractor is responsible for picking up original documents from the client and returning them to the client. The original documents must be returned in their entirety once the Work is completed.

7. CONSTRAINTS

The Contractor must respect the following rules of the Court:

Rules of the Supreme Court of Canada: <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-156/>

Federal Courts Rules: <http://laws-lois.justice.gc.ca/eng/regulations/SOR-98-106/>

Rules of the Court of Appeal of Quebec in Criminal Matters: <http://laws-lois.justice.gc.ca/eng/regulations/SI-2006-142/FullText.html>

Quebec Court of Appeal Civil Practice Regulation:
<https://courdappelduquebec.ca/en/procedure-notices-and-forms/civil-practice-regulation/>

It is vital that the time limits for production and service be followed as set out in the rules for each court or according to the instructions of counsel in charge of the file. The preparation and documenting of appeal proceedings, facta/memoranda and books of authorities require compliance with the rules stipulated by the various courts, great thoroughness and a very high attention to detail. Requirements for the order of pages in volumes and the quality of photocopies must be scrupulously followed and quality-controlled.

The Contractor must have a minimum of three years of experience over the last five years in the interpretation of various court rules pertaining to the preparing and documenting of appeal proceedings, facta/memoranda and books of authorities before various appeal courts, as well as solid knowledge in the field of printing, and must have a sufficient and qualified labour force to meet the needs of the Public Prosecution Service of Canada.

It is preferable that the Contractor use recycled paper and double-sided printing, whenever possible.



8. SUPPORT PROVIDED BY THE CLIENT

The client will provide the documentation necessary for the production of documents. The client will also provide the factum/memorandum in sufficient time for revision and correction by the Contractor. The client will clearly advise the Contractor of the time limits to be met for production and service.

9. CONTRACTOR'S OBLIGATIONS

Apart from the requirements listed in the Statement of Work, in the event there is doubt regarding the completion of a deliverable or fear of cost overrun, the Contractor must immediately inform the PPSC project manager by phone and propose solutions.

10. INTELLECTUAL PROPERTY

The Public Prosecution Service of Canada (PPSC) has determined that all intellectual property rights stemming from the execution of the Work under this Contract will belong to Canada, for the following reasons:

The generation of knowledge and information for public dissemination.



ANNEX "B"

BASIS OF PAYMENT

1- The Offeror must complete this pricing schedule and include it in its Financial Bid.

The price must include the following services:

- Formatting of pleadings (factum/memorandum, appeal book and others) in accordance with the rules of the various courts
- Proofreading and reference research
- Drafting of cover pages and tables of contents
- Formatting of annexes in accordance with the rules of the various courts
- Printing and binding of the specified number of copies
- Preparing a temporary CD-ROM of the documents to assist in drafting the factum/memorandum
- Preparing an interactive CD-ROM of all of the documents with index, bookmarks, hyperlinks and text recognition
- Using an FTP platform for sharing electronic documents
- Pick-up and delivery

CD-ROM

- CD-ROM with interactive links for the entire file
- Copies of the CD-ROM for all solicitors of record

The price does not include the following:

- Costs related to USB keys on request
- Costs related to serving and production
- Reproduction of colour photographs and plans

2- The rates specified below, when quoted by the Offeror, include the total cost of all travel and living expenses that may need to be incurred.

3- The inclusion of volumetric data in this document represents a commitment by Canada only when Canada makes use of the services described in the bid solicitation.



The offeror that proposed the lowest price will be ranked first, the offeror that proposed the second lowest price will be ranked second and so on and so forth.

Preparation of Annexes	Unit	Initial period from 2022-09-1 to 2023-08-31	Option period 1 from 2023-09-1 to 2024-08-31	Option period 2 from 2024-09-1 to 2025-08-31	Option period 3 from 2025-09-1 to 2026-08-31	Option period 4 from 2026-09-1 to 2027-08-31
Master copy 1	1 page	\$	\$	\$	\$	\$
Additional copies 2	1 page	\$	\$	\$	\$	\$
Preparation of factum/memorandum	1 page	\$	\$	\$	\$	\$
Re-reading of factum/memorandum	1 page	\$	\$	\$	\$	\$
Backing and bindings	1 volume	\$	\$	\$	\$	\$
Totals		\$	\$	\$	\$	\$
Additional copies after printing	Per page	\$	\$	\$	\$	\$
Additional volumes	Per volume	\$	\$	\$	\$	\$
Pick-up / Delivery	By fixed price	\$	\$	\$	\$	\$
Delivery	Per delivery	\$	\$	\$	\$	\$
Total before tax		\$	\$	\$	\$	\$
Tax		\$	\$	\$	\$	\$
Total with tax		\$	\$	\$	\$	\$



ANNEX "C"

SUPPLIER'S LETTER OF REFERENCE

This form must be completed and enclosed with the Offer. As specified in the Request for Standing Offers, three (3) reference letters must be provided from different clients excluding the Public Prosecution Service of Canada.

This form must be completed by a client from the public, parapublic, institutional, commercial or industrial sectors. The Contractor must include this form in its Offer.

Location: _____ Date: _____, 20XX.

This is to confirm that the company _____ has carried out work for _____ valued at \$ _____ (minimum value of \$15,000 included over one year).

The work performed by this company was completed to our complete satisfaction under the terms and conditions of the Contract, schedule and budget.

Signature of the Responsible Authority

Title of Responsible Authority

Company Name