



REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

TBS Bid Receiving Unit
 L'Esplanade Laurier
 P-113-B, West Tower
 300 Laurier Avenue West
 Ottawa, Canada K1A 0R5

Unite de reception des soumissions du SCT
 L'Esplanade Laurier
 P-113-B, tour ouest
 300, avenue Laurier ouest
 Ottawa, Canada K1A 0R5

Proposal to: Treasury Board of Canada Secretariat

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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Propositions aux : Secrétariat du Conseil du Trésor 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 articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation No. - N° de l'invitation 24062-14-180	Type - Genre RFP	Update - Mise à jour
Solicitation closes - La demande prend fin at - à 14:00 (2:00 pm) EDT on - le 20-Oct-2014	TBS File No. - N° de dossier de SCT 24062-14-180	

Please ensure this area appears in window of return envelope
 S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse

Date of Solicitation - Date de la demande 25-Sep-2014	
Address inquiries to - Adresser toute demande de renseignements à : Neil Charbonneau	
Area code and Telephone No. Code régional et N° de téléphone 613-614-2815	Facsimile No. N° de télécopieur
Special Instructions- Instructions spéciales Please send all enquiries by e-mail to: Neil.Charbonneau@tbs-sct.gc.ca	

Instructions:
 Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the GST/HST is to be shown as a separate item.

Instructions:
 Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la TPS/TVH devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name Address - Nom et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Name / Nom	
Title/ Titre	
Signature : _____	
Date : _____	



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TITLE: Identification, Assessment and Validation of Potential Candidates for Departmental Audit Committees

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirement: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Task Authorization Form, and other key annexes.

2. Summary

The Office of the Comptroller General, Treasury Board of Canada Secretariat (OCG-TBS) requires professional services to identify, assess and validate potential candidates for appointment to Departmental Audit Committees (DAC) on an “as and when requested basis”.

The period of the contract will be two years (2) from the date of contract award, with an option on the part of Canada to extend the period of the Contract by up to two (2) additional two-year periods.

Should Canada choose to exercise any of the options to extend the period of the contract, the Contractor will be required to conduct the same tasks as detailed herein and provide deliverables on an “as and when requested basis” through the issuance of Task Authorizations.

There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security Requirement, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website”.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 4 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Acceptance of Terms and Conditions

The proposal must be signed by the Bidder or by an authorized representative of the Bidder. The signature indicates that the Bidder agrees to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modification or other terms and conditions included in the Bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract.

In the event of a proposal submitted by a joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.

2. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public 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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003 (Bid Validity Period), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2.1 SACC Manual Clauses

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

3. Submission of Bids

Bids must be submitted only to the Treasury Board of Canada Secretariat (TBS) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

WARNING: ELECTRONIC BIDS WILL NOT BE ACCEPTED. Due to the nature of this solicitation, electronic transmission of a proposal by such means as electronic mail, facsimile, or commercial telex to the Treasury Board of Canada Secretariat will not be accepted.

4. 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, 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 timeframe 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.

***** NOTE TO BIDDER: ANSWERS TO THE FOLLOWING TWO QUESTIONS MUST BE PROVIDED WITH THE SUBMITTED BID**

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**
If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

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

Work Force 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00, including Applicable Taxes.

5. Enquiries - Bid Solicitation

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

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

6. Applicable Laws

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

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.

7. Vendor Performance

7.1 Canada may reject a bid where any of the following circumstances is present:

(a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code;

(b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;

(c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;

(d) with respect to current or prior transactions with the Government of Canada:
(i) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;

(ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;

(iii) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid;

(iv) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship, as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

7.2 Where Canada intends to reject a bid pursuant to a provision of subsection 7.1, other than 7.1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (three (3) hard copies)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

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

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

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) 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
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

1.2 Exchange Rate Fluctuation

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.4 Bidder's Proposed Site or Premises Requiring Safeguard Measures

*** As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex "C".

2. Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 90 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Bid

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

1.1 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. Failure to comply with the request may result in the bid being declared non-responsive.

1.2 Association of Executive Search Consultants

The Bidder must provide evidence that it is a member in good standing of the Association of Executive Search Consultants.

PART 6 – SECURITY REQUIREMENT

1. Security Requirement

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.2 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "E".
2. The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must confirm with the Project Authority its acceptance of the work to be performed within three (2) days of receipt of the TA.
4. The Contractor must not commence work until a TA authorized by the Contract Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$0.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

In this clause,

"Maximum Contract Value" means the total contract amount specified in the resulting contract, and

"Minimum Contract Value" means 5% of the Maximum Contract Value.

Please see also the "Maximum Funding – Cumulative Total of all Task Authorizations" clause as set out in this RFP.

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's

maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority and the Project Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority and the Project Authority no later than fourteen (14) calendar days after the end of the reporting period.

Reporting Requirement – Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- the authorized task number or task revision number(s);
- a title or a brief description of each authorized task;
- the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- the start and completion date for each authorized task; and
- the active status of each authorized task, as applicable.

For all authorized tasks:

- the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

- the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

2. 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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of PROTECTED A, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of PROTECTED A.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex "D";
 - (b) Industrial Security Manual (Latest Edition).

3.2 Contractor's Site or Premises Requiring Safeguard Measures

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

Address:
 Street Number / Street Name, Unit / Suite / Apartment Number
 City, Province, Territory / State
 Postal Code / Zip Code
 Country

4. Term of Contract

4.1 Period of the Contract

The initial period of the contract is two (2) full calendar years from date of contract award.

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 two (2) additional two-year periods 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 thirty (30) 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Neil Charbonneau
Title: Senior Procurement and Contracting Officer
Treasury Board of Canada Secretariat
Directorate: Finance and Procurement Operations Directorate
Address: 300 Laurier Avenue West, 4th Floor West Tower

Telephone: 613-614-2815
Facsimile: 613-943-3166
E-mail address: Neil.Charbonneau@tbs-sct.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.

5.2 Project Authority

To be identified at contract award.

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.

5.3 Contractor's Representative

To be identified at contract award.

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: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Basis of Payment, attached hereto as Annex "B" shall be used to price any task requested under this contract.

Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the Basis of Payment, in Annex "B", as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

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

7.2 Maximum Funding – Cumulative Total of all Task Authorizations

The maximum funding available for the Contract resulting from the bid solicitation is \$200,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

7.3 Method of Payment – Approved TA

Work Performed According to Task Authorization (TA)

7.3.1 TA subject to a Firm Price Basis of Payment

For the work specified in an approved TA subject to a firm unit price:

1. Payment shall be made following delivery and acceptance of the Work specified in the Task Authorization, provided that an invoice is submitted to Canada in accordance with the instructions specified herein.

2. Payment by Canada to the Contractor for the Work shall be made within:

(a) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of this Contract and the Task Authorization; or

(b) thirty (30) days following the date on which all of the Work has been delivered at the delivery point specified in the Task Authorization (or at the delivery point specified in this Contract, if no specific instructions are provided in the Task Authorization), not the ultimate destination, and all other Work required to be performed by the Contractor under the terms of the Contract and the Task Authorization has been completed; whichever date is the later.

3. If Canada has any objection to the form of the invoice or the substantiating documentation,

within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsection 2 of this clause applying for the sole purpose of calculating interest on overdue accounts.

7.4 T1204 - Information Reporting by Contractor

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within ten (10) calendar days following contract award:

- the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "protected".

Name of person _____

Address _____

7.5 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

8. 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.

Payment will only be made upon submission of a satisfactory invoice duly supported by documents called for under this Contract. The invoice shall be submitted on the Contractor's own invoice form and shall include:

- a) the Contract Number as shown on page 1 of this Contract;
- b) the Task Authorization Number, when applicable;
- c) the date;
- d) quantity and applicable unit rate, when applicable;
- e) the amount invoiced (exclusive of GST or HST, as appropriate);
- f) the deduction for holdback, if applicable;
- g) the amount of GST or HST, as appropriate;
- h) the name and address of the client department;
- i) the financial codes as shown on page 1 of this Contract;
- j) the Client Reference Number (CRN); and
- k) the Procurement Business Number.

The original and an electronic copy of the invoice must be forwarded to the Project Authority for certification and payment.

One (1) additional copy must also be forwarded electronically to the Contracting Authority.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

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) the 2035 (2014-03-01) General Conditions – Higher Complexity – Services;
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) Annex “D”, Security Requirements Check List;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____ (*insert date of bid*).

12. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) hereby applies to and forms part of this contract:

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

13. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor) hereby applies to and forms part of this contract:

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

14. Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience hereby applies to and forms part of this contract:

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.

15. Replacement of Specific Individuals

SACC Manual clause A7017C (2008-05-12) Replacement of Specific Individuals hereby applies to and forms part of this contract:

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop

performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16. Insurance

It shall be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

17. Non-Disclosure of Confidential Information

During the term of the Contract, Canada and the Contractor (each a "Receiving Party") will gain access to proprietary and confidential information belonging to the other (each a "Disclosing Party"), which information may include, without limiting the generality of the definition of the Confidential Information in sub-article 1. below, Canadian government security classified information, business plans, trade secrets, operational structures, financial data, intellectual property and personal information within the meaning of the Privacy Act.

1. As used herein, "Confidential Information" means any business, policy, administrative, marketing, technical, scientific or other information (regardless of the form of such information and whether it is communicated orally, electronically, visually, in writing or in some other tangible form) of the Disclosing Party (including information regarding a third party held by a Disclosing Party) which, at the time of disclosure, is designated as protected, confidential, secret or top secret (or is given a similar designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable judgement, to be confidential.

2. During and after the effective term of this Contract, the Receiving Party and its employees shall:

(a) hold all Confidential Information of the Disclosing Party in strict confidence and protect the Confidential Information with the same degree of care as that with which it protects its own confidential information, which in any event shall not be less than a reasonable degree of care;

(b) subject to the Access to Information Act, R.S.C. 1985, c. A-1, restrict disclosure of the Confidential Information solely to those employees with a need to know the Confidential Information for the purpose of fulfilling obligations arising from this Contract. For greater certainty, the Receiving Party may not: disclose, reproduce, make copies of, or make use of Confidential Information of the Disclosing Party to employees who do not have a need to know the Confidential Information or to any subcontractors, agents, consultants, representatives or advisors of the Receiving Party (collectively, "Third Parties") unless the Disclosing Party has given written consent to the Receiving Party to disclose the Confidential Information to such Third Parties and the Disclosing Party and such Third Parties have entered into a written non-disclosure agreement in respect of the Confidential Information;

(c) advise its employees, agents, consultants, representatives or advisors of their obligations with respect to the Confidential Information; and

(d) use the Confidential Information only for the purpose of performing this Contract, except as may otherwise be agreed upon in writing, and reproduce such Confidential Information only to the extent necessary for such purpose or as required by law.

3. Notwithstanding the foregoing and subject to the Access to Information Act, R.S.C. 1985, c. A-1, the Receiving Party shall have no obligation with respect to the Confidential Information that:

(a) is or becomes publicly available or public knowledge through no fault of the Receiving Party;

(b) is disclosed pursuant to the lawful requirement of a court or government agency without condition of confidentiality, provided that the Receiving Party notifies the Disclosing Party in writing promptly after discovering the potential of the court or agency to order the disclosure of Confidential Information, so that the Disclosing Party has the opportunity to seek a protective order or other appropriate remedy;

(c) is documented as being independently developed by the Receiving Party without use of the Confidential Information; or

(d) is received from a third party whose disclosure does not violate any confidentiality obligation.

4. This Article shall apply to all Confidential Information of the Disclosing Party disclosed during the period this Contract is effective and any preliminary information supplied prior to that date. The obligations of confidentiality imposed hereunder shall survive the termination of this Contract.

5. Upon request by Canada, the Contractor shall cause any resource participating in the Work to sign a non-disclosure agreement, in a form acceptable to the Contracting Authority, which shall remain in effect until written release by the Project Authority.

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

ANNEX “A”

STATEMENT OF WORK

Identification, Assessment and Validation of Potential Candidates for Departmental Audit Committees

OBJECTIVE

The Office of the Comptroller General, Treasury Board of Canada Secretariat (OCG-TBS) requires professional services to identify, assess and validate potential candidates for appointment to Departmental Audit Committees (DAC).

BACKGROUND

Section 16.2 of the *Financial Administration Act* and the *Policy on Internal Audit* state that deputy heads of large departments are responsible for establishing and maintaining an independent departmental audit committee that includes a majority of members recruited from outside of the federal public administration. An independent and objective perspective is essential to the audit committee members' capacity to challenge and effectively assess their key areas of responsibility. Audit committee members are jointly selected by the deputy head and the Comptroller General for approval by the Treasury Board, on the recommendation of the President of the Treasury Board.

External members may be engaged for a term of a maximum of four years, and may serve no more than two terms. In addition, individuals may not serve on more than two audit committees concurrently. Audit committee memberships are based on the overall skill set required within the department or portfolio; however, diversity of experience is encouraged. Members of an audit committee are selected so that their collective skills, knowledge, and experience will allow the committee to competently and efficiently undertake its duties.

In accordance with the *Directive on Internal Auditing in the Government of Canada*, the audit committee members are required to provide deputy heads with independent, objective advice and recommendations on the adequacy of departments' risk management, control and accountability processes. More specifically, they are required to provide advice and guidance in the following areas:

- Values and Ethics
- Risk Management
- Management Control Framework
- Internal Audit Function
- External Assurance Providers
- Follow-up on Management Action Plans
- Financial Statements and Public Account Reporting
- Accountability Reporting

OCG-TBS is responsible for managing engagement activities of audit committee members for DACs government-wide and provides independent challenge to the recruitment and selection process. Potential candidates are assessed, interviews are conducted and departments receive support and advice on each candidate's suitability.

As stipulated in the process for the recruitment and selection of audit committee members, all DAC members must meet the requirements of the *Competency Profile for a Departmental Audit Committee* (Annex “F”). An independent third party can be asked to perform further validation to assess or update the assessment of a candidate's suitability should the Comptroller General

determines that it is necessary. In addition, 5 to 10% of all proposed candidates must be independently validated in order to maintain the integrity of the recruitment and selection process.

Over the last six years, a substantial inventory of individuals who meet the competency requirements for DAC membership has been built. Now that all DACs are successfully established and departments have identified the different expertise required for their committee to efficiently undertake its duties, the recruitment efforts are more targeted towards finding candidates with specific skill sets.

SCOPE OF WORK

The Contractor will provide OCG-TBS professional services for the identification, assessment and validation of potential candidates for appointment to Departmental Audit Committees.

The Contractor will be responsible for conducting independent assessments of individuals considered for DAC membership against the *Competency Profile for a Departmental Audit Committee*, and validate whether they meet the requirements for appointment by the Treasury Board.

The Contractor will also be required to perform validation updates for candidates who have been validated in the past, but need to be re-assessed in the context of a proposed new appointment or a renewal of term.

In addition, while each audit committee requires their members to have the expertise as described in the *Competency Profile for a Departmental Audit Committee*, departments may request individuals with specialized expertise or experience related to the department's mandate or business line (e.g. health, security, procurement, statistics, etc.). As such, on an "as and when requested basis", the Contractor will be responsible for providing OCG-TBS with names of new potential candidates that meet specific specialized expertise identified under the Task Authorizations.

It is estimated that, throughout the course of the contract, the Contractor will have to assess and validate a total of up to forty (40) candidates against the competency profile, conduct validation updates for up to sixty (60) candidates, and provide OCG-TBS with up to twenty-five (25) names of individuals with specialized expertise.

All forms and templates to be used by the Contractor for the independent assessment and validation of candidates have been developed by OCG-TBS.

TASKS

The Contractor shall perform the following tasks:

1. Participate in an orientation meeting with the Project Authority in order to present how the Contractor intends to manage the work under the contract, including the approach and methodology to be employed, and the role of the Contractor personnel.
2. On an "as and when requested basis", assess and validate potential candidates (whose names were provided by OCG-TBS or the Contractor) against the competency profile. Over the course of the contract, it is estimated that OCG-TBS will request the independent assessment and validation of up to forty (40) individuals. The assessment and validation of each candidate is expected to require a maximum of four (4) to eight (8) hours.
3. On an "as and when requested basis", conduct an independent validation update for individuals who have been pre-screened by OCG-TBS. This will require the Contractor to

review and update each candidate's existing biography and can be achieved through telephone interviews only (to be conducted by a senior resource). It is estimated that up to sixty (60) updates of this nature will be requested over the course of the contract. The validation update of each candidate is expected to require a maximum of two (2) to four (4) hours.

4. On an "as and when requested basis", provide the names of highly-qualified potential candidates that meet the specialized expertise identified. Over the course of the contract, it is estimated that the Contractor will be asked to provide up to twenty-five (25) lists of names of potential candidates with specialized expertise. It is expected that the Contractor will require a maximum of four (4) to six (6) hours to create a list of individuals with the specialized expertise requested.

As part of the assessment and validation process, the Contractor shall perform the following tasks:

- Provide a Candidate Screening Form (Annex "G") to each individual proposed by OCG-TBS or by the Contractor and request a CV.
- Using the Candidate Interview Guide (Annex "H"), task a senior resource to conduct a telephone interview with each individual proposed by OCG-TBS or by the Contractor in order to confirm the information provided in the Candidate Screening Form and the *curriculum vitae*. The Contractor must then submit a Validation Form to OCG-TBS (Annex "I") after each interview conducted, confirming whether or not the individual meets the DAC member competency profile.
- Create a two-page biography detailing the background, education, and specific expertise and experience for each individual proposed by OCG-TBS or by the Contractor. A template is attached in Annex "J".
- Confirm the content of the two-page biography with the individual.
- If necessary, the Contractor may be required to conduct reference checks for individuals proposed by OCG-TBS or by the Contractor.

As part of the validation update process, the Contractor shall perform the following tasks:

- Request that the candidate updates the information contained in his/her two-page biography and *curriculum vitae*.
- If necessary, validate the new information by conducting telephone interviews with the candidate.
- Submit a Validation Form to OCG-TBS (Annex "I"), confirming whether or not the individual continues to meet the DAC member competency profile.
- Submit an updated two-page biography to OCG-TBS.
- If necessary, the Contractor may be required to conduct reference checks for individuals proposed by OCG-TBS or by the Contractor.

As part of the provision of lists of highly specialized potential candidates, the Contractor shall perform the following tasks:

- Using the resources available to the Contractor, provide a list of potential candidates that meet the specialized expertise identified and who are available and interested in being a member of a DAC.
- Provide a short biography for each candidate listed, summarizing his/her professional experience and accomplishments, education background and other relevant information.

CONTRACT PERIOD

The period of the contract will be for two (2) years from the date of contract award, with an option on the part of Canada to extend the period of the Contract by up to two (2) additional two-year periods.

Should Canada choose to exercise any of the options to extend the period of the contract, the Contractor will be required to conduct the same tasks as detailed herein and provide deliverables on an “as and when requested basis” through the issuance of Task Authorizations.

DELIVERABLES AND ASSOCIATED SCHEDULE

The Contractor will be required to meet with the Contract Authority within two weeks of contract award. Please note that no re-imburement for the initial orientation meeting shall be provided to the Contractor.

Additional tasks as previously detailed will be required on an “as and when requested” basis. The deliverables associated with each task shall be sent to OCG-TBS electronically, using the templates prepared by OCG-TBS as appropriate:

Assessment and validation of candidates:

- Completed Candidate Screening Form (Annex “G”)
- Candidate’s *curriculum vitae* (in a format chosen by the candidate)
- Validation Form (Annex “I”)
- Notes from interview (Annex “H”)
- Two-page biography (Annex “J”)

Validation updates:

- Updated two-page biography (Annex “J”)
- Candidate’s updated *curriculum vitae* (in a format chosen by the candidate)
- Validation Form (Annex “I”)
- Notes from interview (Annex “H”)

Lists of highly specialized potential candidates:

- List of candidates, including a short biography of each individual listed (MS word document or email)

It will be expected that a senior resource be allocated to this project. The Contractor shall provide deliverables in a reasonable timeframe, estimated at approximately two (2) days for the assessment and validation or validation update of candidates, and within two (2) weeks for requested lists of highly qualified individuals. Specific deliverables and associated delivery dates will be indicated by OCG-TBS in each TA.

CONSTRAINTS

The current cost containment environment is such that Departments must, now more than ever, obtain best value for money in the procurement of goods and services. As such, the Contractor will be required to work in an efficient and economical manner to maximize the use of public funds.

There are also expectations on the part of Canadians that positions of oversight such as internal audit require independence and the highest degree of prudence and probity. As a result, the Contractor will be required to exercise due diligence in screening and validating individuals to ensure that the potential candidate is informed of what could constitute a real or perceived conflict of interest. The candidate must confirm that he/she is prepared to be subject to further scrutiny as required by the government's conflict of interest and ethical conduct standards.

LANGUAGE OF WORK

The Contractor is required to provide services both to the government and potential candidates in both Official Languages upon request.

TRAVEL REQUIREMENTS

There are no travel requirements associated with this contract.

LOCATION OF WORK

Most work will be completed off-site at the Contractor's offices. The resources will have access to the OCG Ottawa office (located at 300 Laurier Avenue West, Ottawa) for the purpose of attending meetings, if deemed necessary.

APPLICABLE DOCUMENTS AND SOURCES OF INFORMATION

List of annexes:

- A-** Statement of Work
- B-** Basis of Payment
- C-** Bid Evaluation Criteria
- D-** Security Requirements Checklist (SRCL)
- E-** Task Authorization Form
- F-** Competency Profile for a Departmental Audit Committee
- G-** Candidate Screening Form
- H-** Candidate Interview Guide
- I-** Candidate Validation Form
- J-** Two-Page Bio Template
- K-** Non-Disclosure Agreement

List of Key Sources of Information:

- (1) Treasury Board of Canada Secretariat – Policy on Internal Audit

<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16484§ion=text>

- (2) Treasury Board of Canada Secretariat – Directive on Internal Auditing in the Government of Canada

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=25610>

(3) Terms and Conditions of Appointment for DAC members

<https://www.tbs-sct.gc.ca/iac-cvi/tools-outils/dacm-eng.asp>

ANNEX “B”

BASIS OF PAYMENT

Bidders must enter their information in all of the following tables in the following columns:

- (i) Name, Category, and Level of Resource(s)
- (ii) Firm All-Inclusive (Fixed) Unit Price in Canadian Dollars
- (iii) Estimated Cost (Total Estimated Number of tasks X Fixed Unit Price) In Canadian Dollars

1.0 Professional fees

The Contractor will be paid all inclusive fixed unit prices as follows:

A- Initial Contract Period (two (2) years from date of contract award)

During the Initial Contract Period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

Process (Task)	*Name, Category, and Level of Resource(s)	**Total Estimated Number of tasks	Firm All-Inclusive (Fixed) Unit Price in Canadian Dollars	Estimated Cost (Total Estimated Number of tasks X Fixed Unit Price) In Canadian Dollars
# 1 – Assessment and Validation of Candidates		14	\$	\$
# 2 – Independent Validation Updates		20	\$	\$
# 3 –Lists of Highly Specialized Potential Candidates		9	\$	\$
Total Estimated Professional Fees (in Canadian Dollars, before HST) for Initial Contract Period				\$

* The resource(s) proposed by the Bidder to conduct the actual work for this contract. In this case, it would be the specific resource(s) assigned to conduct each process.

** Total estimated number of tasks over the course of the contract. Please note that the values presented in these tables may not be a true reflection of the yet unknown actual numbers of tasks that will be requested over the course of the contract. Therefore, the total estimated professional fees (summed over the initial contract period plus the two option periods) submitted as part of the Bidder’s financial proposal is strictly for evaluation purposes only.

B- First Option Period (two (2) years from date of completion of Initial Contract Period)

During the First Option Period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

Process	*Name, Category, and Level of Resource(s)	**Total Estimated Number of tasks	Firm All-Inclusive (Fixed) Unit Price in Canadian Dollars	Estimated Cost (Total Estimated Number of tasks X Fixed Unit Price) In Canadian Dollars
# 1 – Assessment and Validation of Candidates		13	\$	\$
# 2 – Independent Validation Updates		20	\$	\$
# 3 –Lists of Highly Specialized Potential Candidates		8	\$	\$
Total Estimated Professional Fees (in Canadian Dollars, before HST) for Initial Contract Period				\$

C- Second Option Period (two (2) years from date of completion of First Option Period)

During the Second Option Period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

Process	*Name, Category, and Level of Resource(s)	**Total Estimated Number of tasks	Firm All-Inclusive (Fixed) Unit Price in Canadian Dollars	Estimated Cost (Total Estimated Number of tasks X Fixed Unit Price) In Canadian Dollars
# 1 – Assessment and Validation of Candidates		13	\$	\$
# 2 – Independent Validation Updates		20	\$	\$
# 3 –Lists of Highly Specialized Potential Candidates		8	\$	\$
Total Estimated Professional Fees (in Canadian Dollars, before HST) for Initial Contract Period				\$

Grand Total Estimated Professional Fees (in Canadian Dollars, before HST):

A – Total for Initial Contract Period		\$
B – Total for First Option Period	+	\$
C – Total for Second Option Period	+	\$
Grand Total		\$

ANNEX “C”

BID EVALUATION CRITERIA

MANDATORY CRITERIA

The bid must meet the mandatory criteria specified below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with all requirements (including a *curriculum vitae* for each proposed resource). Simply repeating the statement contained in the bid solicitation is not sufficient.

Bids which fail to meet the mandatory criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

M.1. Experience and expertise of the firm

Bidders are advised that the evaluation team will look for the following details in the demonstrated engagements when evaluation responses to Criterion M.1:

- Engagement description and deliverables;
- Engagement start and end date;
- The role and responsibility of the firm; and
- The client organization including the name of the authorized client representative for whom the work was directly performed along with the current telephone number. Client contacts provided for Referenced Engagements may be contacted by OCG-TBS to validate the information provided by the Bidders.

Criterion	Mandatory Requirement	Met / Not Met	Cross Reference to Proposal
M.1.1	The Bidder must demonstrate that it has successfully completed a minimum of fifty (50) engagements for the assessment of senior-level candidates* in the past three years, of which 20 were for public sector		

	positions.		
M.1.2	The Bidder must provide evidence that it is a member in good standing of the Association of Executive Search Consultants.		

* For the purpose of the contract, a “senior-level candidate” is defined as a candidate with executive experience in the governance of complex organizations (e.g. Deputy Head, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Member on Board of Directors/Governing Councils, Assistant/Associate Deputy Minister, President, Vice-President and equivalents).

M.2. Experience and expertise of the proposed Project Manager

Bidders are advised that the evaluation team will look for the following details in the demonstrated engagements when evaluation responses to Criterion M.2.1:

- Engagement description and deliverables;
- Engagement start and end date;
- Degree of involvement and actual time spent on the engagement by the proposed resource;
- The role and responsibility of the proposed resource within the organization; and
- The client organization including the name of the authorized client representative for whom the work was directly performed along with the current telephone number. Client contacts provided for Referenced Engagements may be contacted by OCG-TBS to validate the information provided by Bidders.

Criterion	Mandatory Requirement	Met / Not Met	Cross Reference to Proposal
M.2.1	The Bidder must demonstrate that the proposed Project Manager is a senior-level professional who has a minimum of 10-year experience conducting engagements involving the identification and assessment of senior-level		

	candidates.		
M.2.2	The Bidder must demonstrate that the proposed Project Manager has successfully completed twenty (20) engagements within the last five (5) years involving the identification and assessment of senior-level candidates.		
M.2.3	The Bidder must demonstrate that the proposed Project Manager is able to provide services to OCG-TBS and potential candidates in both official languages.		
M.2.4	The proposed resource must hold a valid Secret screening, granted or approved at time of contract award. To demonstrate this criterion, the Bidder must submit the following information for the proposed resource: a) Full name of the resource; b) Security clearance level obtained; and c) PWGSC Security Screening File Number.		

POINT-RATED CRITERIA

Bids which meet all the mandatory criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with each requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

R.1. Experience and resources of the firm

Bidders are advised that the evaluation team will look for the following details in the demonstrated engagements when evaluating responses to Criteria R.1.1:

- Engagement description and deliverables
- Engagement start and end dates;
- The role and responsibilities of the firm; and
- The client organization including the name of the authorized client representative for whom the work was directly performed along with the current telephone number. Client contacts provided for Referenced Engagements may be contacted by OCG-TBS to validate the information provided by Bidders.

Criterion	Description	Maximum Points	Scoring Breakdown	Cross Reference to Proposal
R.1.1	<p>The Bidder should demonstrate that it has successfully conducted similar engagements over the past three years.</p> <p>Note: Similar engagements are defined as executive search engagements involving the</p>	15	<p>90 or more engagements / projects – 15 points</p> <p>80 to 89 engagements / projects – 12 points</p> <p>70 to 79 engagements / projects</p>	

	identification and/or assessment of senior-level candidates.		60 to 69 engagements / projects – 9 points	
			51 to 59 engagements / projects – 6 points	
				– 3 points
R.1.2	The Bidder should demonstrate the extensiveness of its information sources and network of contacts (including all available resources and tools). To demonstrate R.1.2., the Bidder must provide evidence for each of the following criteria:			
	a) Number of unique clients for similar engagements over the last ten years	5	50 or more clients – 5 points	
			40 to 49 clients – 4 points	
			30 to 39 clients – 3 points	
			20 to 29 clients – 2 points	

			0 to 19 clients – 1 point	
	b) Number of years the Bidder's firm has existed (including the Firm's period of existence prior to a merger or acquisition).	5	20 years or more – 5 points 15 to 19 years – 4 points 10 to 14 years – 3 points 5 to 9 years – 2 points 1 to 4 years – 1 point	
	c) Number of offices in Canada	5	4 or more offices – 5 points 3 offices – 4 points 2 offices – 3 points 1 office – 2 points	
	d) Number of Canadian locations of ad postings for senior-level executive search over the last three years (by province/territory)	5	5 or more different provinces /territories – 5 points 4 different provinces/territories – 4 points 3 different provinces /territories – 3 points	

			2 different provinces /territories – 2 points	
			1 province/territory – 1 point	
	e) Total number of memberships to various professional organizations held by the Bidder's employees (including, but not limited to organizations in the following sectors: financial, audit, cultural, academic, human resources, scientific, health, aboriginal issues, etc.)	5	13 or more memberships – 5 points 10 to 12 memberships – 4 points 7 to 9 memberships – 3 points 4 to 6 memberships – 2 points 1 to 3 memberships – 1 point 0 memberships – 0 points	
	f) Number of social media or social networking sites used by the Bidder to conduct senior-level executive search (ex: LinkedIn, Facebook, Twitter, Google +, blog, discussion forums, etc.)	5	5 or more social media/networking sites – 5 points 4 social media/networking sites – 4 points 3 social media/networking sites – 3 points	

			2 social media/networking sites – 2 points	
			1 social media/networking site – 1 point	
			0 social media/networking sites – 0 points	
	g) Number of practice areas / areas of expertise for which the Bidder has performed at least one executive search over the last 5 years: <ul style="list-style-type: none"> • Academia • Human Resources • Information Management • Legal / Regulatory • Non-Governmental Organization • Science (including: engineering, nuclear, natural sciences, etc) 	15	13 or more areas – 15 points 10 to 12 areas – 12 points 7 to 9 areas – 9 points 4 to 6 areas – 6 points 1 to 3 areas – 3 points	

	<ul style="list-style-type: none">• Security / Public Safety• Health (health care providers or healthcare administration)• Evaluation (of programs or policies)• Communications• Insurance• Procurement• Banking• Crown Corporation• Aboriginal Issues• Immigration• Culture• Economics• Statistics• Transport• Agriculture			
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	<ul style="list-style-type: none"> • Transformation • Policy Development • Other acceptable practice areas / areas of expertise 			
	TOTAL MAXIMUM SCORE FOR R.1.	60		

R.2. Overall approach and expertise of the firm

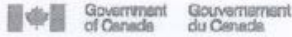
The Bidder must describe its intended approach for the assessment and validation of candidates against a pre-defined competency profile for Departmental Audit Committee (DAC) members. Through their understanding of the deliverables under the proposed contract, the Bidder should clearly demonstrate in their response:

1. The issues to consider when conducting engagements of this nature and the Bidder’s assets that will provide value over its competitors. The Bidder will be given five (5) points for each mention of an element of response pertinent to this requirement, up to a maximum of twenty-five (25) points.
2. The abilities, competencies and skills possessed by the Bidder and their resources that will allow for the deliverables to be provided in accordance with the requirements described in the Statement of Work (see Annex “A”). The Bidder will be given one (1) point for each mention of an element of response pertinent to this requirement, up to a maximum of five (5) points.

TOTAL MAXIMUM SCORE FOR R.2.: 30 points
TOTAL MAXIMUM OVERALL SCORE: 90 points
MINIMUM REQUIRED OVERALL SCORE: 60 points

ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 24082-14-183
Security Classification / Classification de sécurité Secret

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Treasury Board Secretariat		2. Branch or Directorate / Direction générale ou Direction Office of the Comptroller General - Internal Audit Section	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The Office of Comptroller General, Treasury Board of Canada Secretariat (OCG-TBS) requires professional services to identify, assess, and evaluate candidates for appointment to Departmental Audit Committees government-wide.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial order or delivery requirement with no overnight storage? S'agit-il d'un contrat de livraison ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> 5.1.	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies) / Préciser le(s) pays: _____	Specify country(ies) / Préciser le(s) pays: _____	Specify country(ies) / Préciser le(s) pays: _____	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Secret
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Access to Protected Information
 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
 Non Oui

Secret Title(s) of material / Titre(s) abrégé(s) du matériel:
 Document Number / Numéro du document:

PERSONNEL SECURITY / CONTRÔLE DE SÉCURITÉ DU PERSONNEL
 10. a) Personal security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
 Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation adéquate peut-il se voir confier des parties du travail? No Yes
 Non Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
 Non Oui

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS
 11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes
 Non Oui

PRODUCTION
 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur seront-elles la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes
 Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)
 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes
 Non Oui



For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of classification required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sécurité requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	INFO RESTRICTED	INFO CONFIDENTIAL	INFO SECRET	Proprietary / Propriétaire			CONFIDENTIAL	SECRET	TOP SECRET	
										A	B	C				
Information Assets / Ressources d'information	<input checked="" type="checkbox"/>															
IT Media / Support IT / Les données	<input checked="" type="checkbox"/>															

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

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

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

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

ANNEX "E"

TASK AUTHORIZATION FORM

<u>TASK AUTHORIZATION FORM - FORMULAIRE D'AUTORISATION DE TÂCHE</u>	
Contract Number - Numéro du contrat	24062-14-180
Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)	#
Contractor's Name and Address - Nom et adresse de l'entrepreneur	
Original Authorization - Autorisation originale	
Total Estimated Cost of Task (GST/HST extra) before any revisions: Coût estimatif total de la tâche (TPS/TVH en sus) avant toutes révisions :	\$
TA Revisions Previously Authorized(as applicable) - Révisions de l'AT autorisées précédemment (s'il y a lieu)	
<p style="color: purple; font-size: small;">Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed. - Instructions à l'attention de la personne responsable de l'autorisation d'une AT: les révisions autorisées précédemment doivent être présentées par ordre croissant des numéros de revision attribués (la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite). Si aucune augmentation ou diminution n'a été autorisée, inscrire 0.00\$. Au besoin, ajouter des rangées.</p>	
TA Revision No. - N° de Révision de l'AT :	Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus) : \$
TA Revision No. - N° de Révision de l'AT :	Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus): \$
TA Revision No. - N° de Révision de l'AT :	Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus): \$
New TA Revision (as applicable) - Nouvelle révision de l'AT (s'il y a lieu)	
<p style="color: purple; font-size: small;">Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00. - Instructions à l'attention de la personne responsable de l'autorisation d'une AT: la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite. Si aucune augmentation ou diminution n'est autorisée, inscrire 0.00\$</p>	
TA Revision No. - N° de Révision de l'AT :	Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus): \$
Total Estimated Cost of Task (GST/HST extra) after this revision: Coût estimatif total de la tâche (TPS/TVH en sus) après cette révision :	\$

Contract Security Requirements (as applicable) - Exigences du contrat relatives à la sécurité (s'il y a lieu)

This task includes security requirements. - Cette tâche comprend des exigences relatives à la sécurité:

No - Non

Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract. Oui. Voir l'annexe du contrat comprenant la Liste de vérification des exigences relatives à la sécurité (LVERS).

Remarks (as applicable) - Remarques (s'il y a lieu):

Required Work - Travaux requis

The content of sections A, B, C and D below must be in accordance with the Contract. Le contenu des sections A, B, C et D ci-dessous doit être conforme au contrat.

SECTION A – Tasks and Deliverables Description of the Work required - Description de tâche et livrable des travaux requis

SECTION B - Applicable Basis of Payment - Base de paiement applicable

Firm Lot Price of \$ _____ (before HST) for the professional fees identified in Section C below.

SECTION C - Cost Breakdown of Task- Ventilation du coût de la tâche

Select all of the following processes that apply to this TA:

- Process # 1 – Assess and validate potential candidates (whose names were provided by OCG-TBS or the Contractor) against the competency profile.
- Process # 2 – Conduct an independent validation update for individuals who have been pre-screened by OCG-TBS. This will require the Contractor to review and update each candidate’s existing biography and can be achieved through telephone interviews only (to be conducted by a senior resource).
- Process # 3 – Provide the names of highly-qualified potential candidates that meet the specialized expertise identified.

The contractor shall complete the following table. Only those pertinent sections of the table that entail the specific processes to be undertaken for this TA are to be completed. Sections pertaining to processes not covered by this TA can remain blank.

Process	Name, Category, and Level of Resource(s) (i.e. the resource(s) conducting the process(s))	Number of tasks	Fixed Unit Price	Estimated Cost (Number of tasks X Fixed Unit Price)
# 1 – Assessment and Validation of Candidates				
# 2 – Independent Validation Updates				
# 3 –Lists of Highly Specialized Potential Candidates				
Total Estimated Cost (total of costs for processes # 1, # 2, and # 3)				
Applicable HST				
Total Cost Including HST				

All work for this contract shall be completed no later than _____.

SECTION D - Applicable Method of Payment - Méthode de paiement applicable

Single Payment Milestone Payment

Authorization - Authorization

By signing this TA, the Project Authority and the Contracting Authority certify that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet et l'autorité contractante attestent que le contenu de cette AT respecte les conditions du contrat.

Name of Project Authority - Nom du chargé de projet _____

Signature _____

Date _____

Name of Contracting Authority -
Nom de l'autorité contractante _____

Signature _____

Date _____

Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature _____

Date _____

ANNEX “F”

TREASURY BOARD OF CANADA SECRETARIAT COMPETENCY PROFILE FOR A DEPARTMENTAL AUDIT COMMITTEE DECEMBER 8, 2006

General

The Competency Profile should not be read as a stand-alone piece. It is part of a suite of tools that flow from the new *Policy on Internal Audit* (April 1, 2006). The Policy places emphasis on the need for a committee that is independent in its composition, work and advice – and in its preference for external membership, which, by the time of the full implementation of the Policy, will constitute a majority of the membership.

The Policy also delineates the span of responsibilities for the departmental audit committee (DAC). These are broad and will vary in complexity with the nature of each organization. The span of competencies required to acquit the requirements of the Policy is also broad and will vary by organization. The selection of members for DACs will require deliberation by Deputy Heads and the Comptroller General to ensure that the needs of the organization are met.

The Profile that follows recognizes certain competencies as essential for the functioning of effective DACs. In some areas, a range of competencies is given to recognize the particular nature of an organization. Asset competencies are also listed in some sections to recognize highly desirable competencies that would be valuable to particular organizations but may not be required by all.

Membership on DACs shall be competency-based to meet the requirements of the government's new *Policy on Internal Audit*.

Key Competencies of the Committee as a Whole

Taken as a whole, the following high-level knowledge and experience should reside on the DAC:

SECTION I: KNOWLEDGE/EXPERIENCE

1. Financial Knowledge/Experience

All members of the Committee shall be able to read and understand fundamental financial statements and be familiar with private or public sector financial reporting, or undertake to become familiar within the first year after appointment.

At least one member of the DAC shall have expert financial knowledge as follows:

- an understanding of
 - generally accepted accounting principles (GAAP) and financial statements
 - internal controls and procedures for financial reporting
 - audit committee functions, and
- experience in preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the department's financial statements, or experience in actively supervising one or more persons engaged in such activities.

At least one member of the DAC will have an accounting designation.

Asset Competency

- experience working with Canadian Institute of Chartered Accountants (CICA) public sector accounting guidelines and recommendations

2. Audit/Investigative Knowledge/Experience

All members of the audit committee shall be familiar with and knowledgeable of the Treasury Board Secretariat (TBS) *Policy on Internal Audit*, or undertake to become familiar with the policy within the first three months of appointment.

At least one member of the committee shall be knowledgeable of or have senior-level management experience with related standards, policies and practices, such as:

- generally accepted auditing standards (GAAS)
- Institute of Internal Auditors (IIA) standards
- the TBS *Evaluation Policy*
- risk-based audit planning/reporting

Asset Competencies

- experience in other audit committee environments
- experience as a member of an audit committee
- experience with the work of the Office of the Auditor General

3. General Business and Public-Sector Knowledge/Experience

All members of the DAC shall have a good understanding and knowledge of the department's/agency's

- organizational objectives,
- current significant issues,
- organizational structure, including external relationships,
- organizational culture, and
- relevant legislation or other rules governing the organization,

or undertake to become familiar with the department's/agency's business within the first year of appointment.

One or more members of the DAC shall be knowledgeable of and have a good understanding of the government environment, particularly accountability structures and current major Government of Canada (GoC)-wide initiatives, or undertake to become familiar with them soon after appointment, including:

- the Canadian governance framework and systems, as well as current political and government priorities. They also understand the varied elements of the policy process, such as the roles and perspectives of various players inside the federal government, and
- the legislative and regulatory environment of the federal government, including the *Financial Administration Act*, and *Access to Information and Privacy* legislation.

The DAC as a whole will possess high-level business management skills, senior-level experience in governance of complex organizations, and functional knowledge in areas such as:

- enterprise risk management
- performance management
- human resources management
- management control frameworks
- financial internal controls
- governance (including planning, reporting and oversight)
- business operations

Asset Competencies

- fraud prevention, detection and control
- information technology
- core business of the department or agency
- strategic visioning and stakeholder engagement
- contract and employment law
- media/stakeholder communications

Bilingualism is an asset for all members.

SECTION II: KEY COMPETENCIES OF COMMITTEE MEMBERS

Each organization will have distinct skills and experience requirements that reflect particular mandates or practices of individual departments and agencies. The Deputy Head, in consultation with the Comptroller General, may determine these more particular competencies.

At the same time, there are areas of expertise that must be found in the competency matrix for all DACs to enable them to acquit the requirements of the *Policy on Internal Audit*:

- independence/objectivity – the ability to constructively challenge/question management practices and information
- the capacity to form independent judgments
- demonstrated leadership qualities and the ability to promote effective working relationships in complex organizations
- the demonstrated ability to communicate complex and sensitive assessments in a tactful manner
- demonstrated management experience in large and complex organizations and environments
- a demonstrated professional approach to the exercise of their duties and the preparedness to devote the necessary time and effort to their responsibilities

SECTION III: PERSONAL ATTRIBUTES OF COMMITTEE MEMBERS

- demonstrated high ethical standards and integrity in professional and personal dealings
- good judgment
- an appreciation of responsibilities to the public
- the ability and willingness to raise potentially controversial issues in a manner that encourages dialogue
- the ability to be flexible, responsive and willing to consider others' opinions
- the ability to view issues with a wider perspective
- the ability to work as a team member

- strong reasoning skills

SECTION IV: SPECIFIC QUALIFICATIONS OF COMMITTEE MEMBERS

- Some members will require a financial or accounting designation.
- Deputy Heads may require that various members of the DAC have a specific designation or qualification other than in the area of finance/accounting, depending on the operational or risk profile.

SECTION V: OPERATIONAL REQUIREMENTS FOR COMMITTEE MEMBERS

- There must be no direct or indirect conflict of interest with the committee member's role and responsibilities to the organization and the Government of Canada.
- Candidates must consider whether there is anything in their personal history that may make their candidacy for the organization inappropriate. This is necessary to save the government and organization from potential future embarrassment. Candidates should be prepared to agree to security checks, credit checks and/or other relevant checks (e.g., criminal record check), depending on the nature of the position.
- All members must be able to receive a security clearance at the Secret level. In some circumstances, specific Deputy Heads may require a security clearance at the Top Secret level.

DAC members must agree to conflict of interest standards and disclosure requirements, as well as the standards for ethical conduct for committee members.

ANNEX “G”

**CANDIDATE SCREENING FORM
DEPARTMENTAL AUDITS COMMITTEES (DAC)**

The Office of the Comptroller General (OCG) requires some general information from candidates who express an interest in being considered for membership on DAC. Should an opportunity arise, you will be contacted with further information.

Please complete this form and return it to us electronically by e-mail.

E-mail: contractor’s email address

Filling this document does not constitute a binding agreement. It is intended to collect information pursuant to the *Financial Administration Act* for the purpose of recruiting audit committee members. The information will be protected under the *Privacy Act* and stored in Personal Information Bank TBS PSU 919.

CONTACT INFORMATION

Last name		First name		Initial	Salutation (Mr., Ms., Mrs, or other)
Address ↓					Preferred mailing address (select one option only) ↓
a) Personal					<input type="checkbox"/>
Number and street		City	Province	Postal code	
Telephone		Fax	Cell	Email address	
b) Professional					<input type="checkbox"/>
Name of organization and Number and street		City	Province	Postal code	
Telephone		Fax	Cell	Email address	

Linguistic profile ↴

Definitions

Language of choice: The language you are most at ease in using / speaking.

Bilingual: The ability to communicate fluently in both official languages (FR and ENG). A “yes” answer would mean that you can participate in a business meeting in either language.

Preferred language of correspondence: The language you prefer for receiving correspondence.

Language of choice (select one option only)

English French

Bilingual (select one option only)

Yes No

Preferred language of correspondence (select one option only)

English French

AVAILABILITY

Are you able and willing to commit to approximately 10-20 days a year to activities related to audit committee responsibilities?

Yes No

If yes, as of what date are you available for consideration?

Date of your retirement from the federal public service, if applicable (day/month/year)

BIOGRAPHICAL INFORMATION

Career highlights ↴

Please list, in chronological order, starting from the most recent, positions held in the last twenty years.

<i>Example:</i> 2005-2008 2002-2005 Etc.	<i>Deputy Minister, Department X</i> <i>Assistant Deputy Minister, Department X</i>
---	--

Board experience ↴

Please list your role (i.e. member, chair, treasurer, etc.) on current and past boards of directors and relevant committees.

Current:

Past:

Education ↴

Please list your education and accreditations.

OTHER INFORMATION

Public Office ↴

Do you presently hold, or have you held in the last year, an elected public office at any level of Government (i.e. School Board Trustee, MP, MPP, etc.)?

Yes No

If yes, please identify the position.

Federal Public Service ↴

Do you presently hold, or have you held in the last year, a position within the Federal Government at any level?

Yes No

If yes, please identify the position and the organization.

Conflict of Interest ↴

Are you currently involved in activities that could cause a real or perceived conflict of interest with the role and responsibilities of audit committees?

Yes No

If yes, please identify the activities and specify the organization(s) involved.

Lobbyist registration ↓

Are you or your employer currently, or have previously been, a registered lobbyist with the Government of Canada?

Yes No

If yes, please indicate the start and expiry date of term(s).

GiC Appointment ↓

Do you presently hold a position through a Federal GiC appointment process?

Yes No

If yes, please identify the position, the organization and the approximate start and expiry dates of the term. Please specify whether it is a full-time or part-time position.

Security clearance ↓

Do you currently, or have you in the past, held a security clearance with the Federal Government?

Yes No

If yes, please indicate the level (i.e. secret, top secret, etc.), the expiry date, and the department which provided your clearance.

PERSONAL INTEREST AND REFERENCES

Are there departments that are more relevant to your background and interests?

Yes No

If yes, specify the department(s).

Are there departments where you do not wish to be considered for membership?

Yes No

If yes, specify the department(s).

References ↓

Please list information for three referees.

Name:

Title:

Board:

Telephone:

Email:

Name:

Title:

Board:

Telephone:

Email:

Name:

Title:

Board:

Telephone:

Email:

ANNEX "H"

AUDIT COMMITTEE CANDIDATE – INTERVIEW GUIDE

Name of Candidate: _____ **Discussion Leader:** _____ **Date:** _____

ITEMS FOR DISCUSSION	NOTES
1. Welcome/introduction (role of the Contractor in the validation process of candidates)	
2. Quick overview of the DAC initiative	
3. Questions about CV/BIO/Candidate Screening Form	
4. Questions on strengths, expertise, assets, competencies, etc.	
5. Conflict of interest, GIC appointments, contracts, fiduciary relationships, etc.	
6. Future recruitment: interest in other departments, expertise or experience that they wish to highlight	
7. Confirm interest, sharing of information with department, timelines	
8. Final Questions/Thank you	

Expertise / Assets	
<input type="checkbox"/> Academic	<input type="checkbox"/> Procurement
<input type="checkbox"/> Human Resources / Organisational Design	<input type="checkbox"/> Banking
<input type="checkbox"/> Information Management	<input type="checkbox"/> Crown Corporation
<input type="checkbox"/> International Experience	<input type="checkbox"/> Immigration / Refugee Issues
<input type="checkbox"/> Legal / Regulatory	<input type="checkbox"/> Culture
<input type="checkbox"/> Non-governmental Organization	<input type="checkbox"/> Economics
<input type="checkbox"/> Risk Management	<input type="checkbox"/> Statistics
<input type="checkbox"/> Scientific	<input type="checkbox"/> Transport
<input type="checkbox"/> Security / Defence / Public Safety	<input type="checkbox"/> Agriculture (including food industry)
<input type="checkbox"/> Health	<input type="checkbox"/> Transformation
<input type="checkbox"/> Aboriginal	<input type="checkbox"/> Service Delivery
<input type="checkbox"/> Evaluation	<input type="checkbox"/> High-profile candidate (i.e. former politician, known leader in private sector, etc)
<input type="checkbox"/> Communications	<input type="checkbox"/> Diplomat
<input type="checkbox"/> Insurance	<input type="checkbox"/> Policy Development
<input type="checkbox"/> Others (specify)	

ANNEX "I"

CANDIDATE VALIDATION FORM

To be printed on the contractor's letterhead

NAME:

___ Assessment and validation of a new candidate for DAC membership

or

___ Candidate validation update

ASSESSMENT

The candidate meets all the essential competencies as set out in the Competency profile for DAC members.

The assessment of the candidate has not revealed any real, apparent or potential conflicts of interest with the DAC member's role and responsibility to the organization and the Government of Canada.

Signature: _____

ANNEX "J"

TWO-PAGE BIO TEMPLATE

To be printed on the contractor's letterhead

Protected A when completed

Name

City, Province

Address

Coordinates

Res:

Cell:

Email:

Education & Accreditation

Current Boards

▪

▪

▪

Awards and Recognition

Past Boards

▪

▪

Languages

▪

Career Highlights

Date

Occupation

Biography

Referees (3)

Name:

Title:

Board:

Telephone:

Email:

ANNEX "K"

NON-DISCLOSURE AGREEMENT

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 Serial No. 24062-14-180 between Her Majesty the Queen in right of Canada, represented by the Minister of the Treasury Board of Canada Secretariat 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 Serial No.: 24062-14-180

Signature

Date