



Notice of Proposed Procurement (NPP)

Solicitation Number: PPSC-1000017894
Organization Name: **Public Prosecution Service of Canada**

Date Published: March 31, 2015
Date of Closing and time: **April 16, 2015 at 2:00 pm Eastern Standard Time (EST)**

Category: PASS SA – Stream 1
Region of Delivery: National Capital Region and Montreal Region
Region of Opportunity: National Capital Region and Montreal, Quebec Region
Agreement Type: NAFTA
Tender Type: Request for Proposal
Estimated Value: \$86,482.50
Solicitation Method: By Invitation

Tendering Procedure: Pre-Qualified Suppliers are invited to bid
Competitive Procurement Strategy: Highest Ranked Technical and Price
Comprehensive Land Claim Agreement: No

The Public Prosecution Service of Canada seeks to establish a contract under the Professional Audit Support Services (PASS) Supply Arrangement, under the following Streams:

1. Internal Audit Services;

Canada is seeking to establish a contract for Internal Audit Services, Stream 1, as defined in Annex "A", Statement of Work, for a period of four (4) months and one (1) additional option period of four (4) months for the Public Prosecution Service of Canada.

This requirement is open only to pre-qualified Suppliers under Stream 1, Internal Audit Services.

Bidders are asked to provide a proposal to the enclosed Request for Proposal (RFP) and following instructions as described in Part 2. The price of the bid will be evaluated in Canadian dollars, applicable taxes are extra. Canadian customs duties are included.

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.



3. The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = LP / P_i \times 40\%$. P_i is the evaluated price (P) of each responsive bid (i).
4. A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 60\%$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
5. The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.
6. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract

Proposal may be submitted in either official language of Canada.

Enquiries regarding this requirement are to be submitted to the contracting officer listed below:

Contracting Officer: Caroline Lecours Savoury
Address: Public Prosecution Service of Canada
Place Bell Centre
284 Wellington Street
Ottawa, ON K1A 0H8
Country: Canada
Phone Number: 613-220-4061
Fax Number: 613-941-9398
Email: PPSC-SPPC.Acquisitions@ppsc-sppc.gc.ca



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Prosecution Service of Canada
Service des poursuites pénales du Canada
ppsc-sppc.acquisitions@ppsc-sppc.gc.ca
Attn: Caroline Lecours Savoury

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Prosecution Service of Canada

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

Proposition aux: Service des poursuites pénales du Canada

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

Instructions : See Herein

Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Public Prosecution Service of Canada
Service des poursuites pénales du Canada
Acquisitions Division
284 Wellington Street
Place Bell Centre
Ottawa, ON K1A 0H8

Form with multiple sections: Title - Sujet, Independent Review - NFRP, Solicitation No. - N° de l'invitation, Date, Solicitation Closes - L'invitation prend fin at - à, Time Zone Fuseau horaire, F.O.B. - F.A.B., Plant-Usine, Destination, Other-Autre, Address Enquiries to, Telephone No., Destination - of Goods, Services, and Construction, Delivery required, Vendor/firm Name and address, Facsimile No., Telephone No., Name and title of person authorized to sign on behalf of Vendor/firm, Signature, Date.





PROFESSIONAL AUDIT SUPPORT SERVICES (PASS) SUPPLY ARRANGEMENT

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

INTERNAL AUDIT SERVICES

FOR THE

PUBLIC PROSECUTION SERVICE OF CANADA

This RFP is issued against the Professional Audit Support Services (PASS) Supply Arrangement, PWGSC File No. **E60ZG-060004/G**. All terms and conditions of the referenced Supply Arrangement apply and must be incorporated into any resulting contract.



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Potential Bidders under this RFP
4. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Payment of Invoices by Credit Card

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certification Precedent to Contract Award

PART 6 - SECURITY AND OTHER REQUIREMENTS

1. Security Requirement
2. Financial Capability

List of Attachments:

Attachment 1 to Part 1, List of Suppliers

Attachment 1 to Part 3, Pricing Schedule

Attachment 1 to Part 4, Evaluation Procedures

Attachment 1 to Part 5, Certifications Precedent to Contract Award

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Non-Disclosure Agreement
12. Priority of Documents
13. Insurance

List of Annexes:

Annex A, Statement of Work

Annex B, Basis of Payment

Annex C, Security Requirements Check List

Annex D, Non-Disclosure Agreement



Annex E, Recipient Electronic Payment Registration Request Form



PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Other Requirements: 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 Attachments include the List of Suppliers, Pricing Schedule, Evaluation Procedures, Certifications Precedent to Contract Award.

The Annexes include: the Statement of Work, the Basis of Payment, the Security Requirements Check List, non-Disclosure Agreement, and Recipient Electronic Payment Registration Request.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

2. Summary

2.1 Public Prosecution Service of Canada seeks to establish a contract under the Professional Audit Support Services (PASS) Supply Arrangement, under the following Streams:

- 1. Internal Audit Services;

Canada is seeking to establish a contract for Internal Audit Services, Stream 1, as defined in Annex "A", Statement of Work, for a period of four (4) months and one (1) additional option period of four (4) months for the Public Prosecution Service of Canada.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](#)" document on the [Departmental Standard Procurement Documents](#) web site

3. Potential Bidders under this RFP

This requirement is open only to pre-qualified Suppliers under **Stream 1, Internal Audit Services**.

The list of pre-qualified suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1.



4. Debriefings

At contract award, the Contracting Authority will notify all bidders of the name of the Contractor who has been awarded the contract as well as its total estimated value and as to why their bid was not selected. We do not intend to conduct in-person debriefs for this solicitation. Instead, the information set out in the regret letter will include the reason the bidder's proposal was not accepted.



ATTACHMENT 1 to PART 1 LIST OF SUPPLIERS

Potential bidders under this RFP

The requirement described in this RFP is open to pre-qualified suppliers for the following stream of the PASS SA:

Stream 1: Internal Audit Services

Altis Human Resources (Ottawa) Inc.
Collins Barrow Ottawa LLP
Deloitte LLP
Hallux Consulting Inc.
ICORP.CA Inc.
Interis Consulting Inc.
IT/Net – Ottawa Inc
KPMG LLP
Lannick Contract Solutions Inc.
Murray Management Consulting Inc.
Orbis Risk Consulting Inc.
Pricewaterhouse Coopers LLP
QMR Staffing Solutions Incorporated, Windreach Consulting Services Incorporated, In Joint Venture
Raymond Chabot Grant Thornton
Samson \$ Associés CPA/Consultation Inc.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2014-09-25), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Sub-section 04 of Section 01, Integrity Provisions - Bid, of the [2003](#) incorporated by referenced above are hereby deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform the Supply Arrangement Authority in writing of any change affecting the list of directors during this procurement process as well as during the contract period.

Canada may, at any time, request that a bidder provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms within the time frame provided or failure to cooperate to the verification process will result in the bid being declared non-responsive.

2. Submission of Bids

Bids must be submitted only to Public Prosecution Service of Canada (PPSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PPSC will not be accepted.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 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 Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all 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: _____.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. 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.

5. Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

VISA

MasterCard

or

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card. Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.

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	one (1) electronic copy;
Section II:	Financial Bid	one (1) electronic copy;
Section III:	Certifications	one (1) electronic 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; and
- (c) use sequential page numbering on each page of the proposal.

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.



Part 4, Evaluation Procedures and Attachment 1 to Part 4, contain additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their (price(s) and/or rate(s)), FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 1.3 When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.
- 1.4 All-inclusive per diem rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed outside the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [Department of Justice](#)
- 1.5 Bidders should include the following information in their financial bid:
 1. Their legal name;
 2. Their Procurement Business Number (PBN); and
 3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a. their bid; and
 - b. any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



ATTACHMENT 1 to PART 3 PRICING SCHEDULE

- 1.0 The Bidder must complete this pricing schedule and include it in its financial bid.
- 2.0 The price/rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for:
 - a. work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>;
 - b. travel between the successful bidder's place of business and the NCR; and
 - c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- 3.0 The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

	STREAM # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Volumetric Data (estimated Level of Effort)	Total (in Cdn \$)
		A	B	C= A x B
1	Period 1 – Contract Award to August 7, 2015			
1b	Project Manager/Leader	\$	Up to 5 Days	\$
1c	Senior Auditor	\$	Up to 15 Days	\$
1e	Auditor	\$	Up to 20 Days	\$
	Total Period 1:			
2	Optional Period – August 8, 2015 to December 4th, 2015			
2b	Project Manager/Leader	\$	Up to 5 Days	\$
2c	Senior Auditor	\$	Up to 15 Days	\$
2e	Auditor	\$	Up to 20 Days	\$
	Total Optional Period:			
3	Evaluated Price (GST/HST excluded): (i.e., sum of: Total Period 1 + Total Optional Period)			\$
4	Applicable taxes		GST: HST:	
	Insert amount as applicable:			
5	Estimated Travel Expenses			\$



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

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation

- 1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

1.3 Mandatory Financial Criteria

Refer to Attachment 1 to Part 4.

2. Basis of Selection

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

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
3. The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = LP / P_i \times 40\%$. P_i is the evaluated price (P) of each responsive bid (i).
4. A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 60\%$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
5. The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.
6. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid **that** obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.”



7. The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	76	82	88
Bid Evaluated Price	C\$50,000	C\$55,000	C\$60,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$76 / 100 \times 60 = 45.6$	$50,000^* / 50,000 \times 40 = 40.00$	85.60
Bidder 2	$82 / 100 \times 60 = 49.2$	$50,000^* / 55,000 \times 40 = 36.36$	85.56
Bidder 3	$88 / 100 \times 60 = 52.8$	$50,000^* / 60,000 \times 40 = 33.33$	86.13



ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) should provide:

- Name and description of client organization;
- Name, phone, email of client ;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project; and/or
- Description of the Consultant roles and responsibilities in the project.

1.1.1 Mandatory Technical Criteria

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

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



Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.

“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

The Bidder				
Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	The Bidder must be a current Professional Audit Support Services Supply Arrangement (PASS-SA) Holder who qualified under Stream 1, Internal Audit Services, for the following resource categories: “Project Manager/Leader, Senior Auditor and Auditor”			
MT2	The Bidder must provide a work plan demonstrating tasks, timelines and resources proposed to complete the Work identified in Annex A, Statement of Work.			

The Bidder’s Proposed Resources				
Number	Mandatory Technical Criterion	MET	NOT ME	Cross Reference to Proposal
MT3	<p>The Bidder must submit a detailed CV for the proposed resource demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for each applicable resource category as described in <u>Annex A, Statement of Work, Section 5</u>.</p> <p>The proposed resource must possess the minimum Educational/Professional Qualifications, that is:</p> <p>a Professional Designation in any one of the following: CA, or CMA, or CGA, or CIA; OR A degree from a recognized university which is relevant to the stream of internal audit services.</p> <p>The bidder must provide, at bid submission, a copy of the valid Educational/Professional Qualification certificate(s).</p>			



<p>MT4</p>	<p>The proposed resources must possess a minimum of three (3) cumulative years each of internal audit experience within the past ten (10) years (2004-2015)</p> <p><i>The Bidder must provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by reference (name, company, government organization if applicable, phone number and email address). Questions to the references will encompass professional ability, personal suitability, and work ethic along with confirmation of the project delivery*.</i></p> <p>*Each project must have specific dates (month and year) of experience as well as the total duration of project (number of months).</p>			
<p>MT5</p>	<p>The proposed resource must have a valid Government of Canada security clearance at the Secret (Level II) level at the time of Bid Closing. The following information must be provided with the proposal:</p> <ul style="list-style-type: none"> •File number •Security level •Expiration date •Date of birth •Issuing department 			

1.1.1.1 Reference Checks

(a) With respect to the client references provided by the Bidder for mandatory technical evaluation criteria, Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference provided with the Bidder's proposal (the "Original Contact Info"). If Canada is not successful in reaching a client reference after three (3) attempts using the Original Contact Info, the Contracting Authority may contact the Bidder for alternate contact information for that same client reference. Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference alternate contact information.

If Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternate contact information), after making such attempts, the proposal will be deemed non-responsive and will not be given further consideration.

For greater certainty, the Bidder will only be given the opportunity to provide alternate contact information one time for each client reference.

(b) If at any time during the reference check, Canada determines that the Bidder has not met the mandatory technical evaluation criterion, the Bidder's proposal will be deemed non-responsive and will not be given further consideration.

***Criteria Weight Definitions**

The following terms used in the mandatory technical criterion MT4 detailed above are defined as follows:



Excellent (MET)

The Bidder's proposed resource's level of competence for this criterion is exceptional and should ensure an extremely efficient result for this aspect of the job.

Very good (MET)

The Bidder's proposed resource's level of competence for this criterion is above average and more than satisfactory to ensure an efficient result for this aspect of the job.

Good (MET)

The Bidder's proposed resource's level of competence for this criterion is acceptable and meets the minimum requirements for this aspect of the job.

Poor (NOT MET)

The Bidder's proposed resource's level of competence for this criterion is poor for this aspect of the job.

Unsatisfactory (NOT MET)

The Bidder's proposed resource's level of competence for this criterion does not meet our requirements for this aspect of the job.

1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Point Rated Technical Criteria (RT)				
For the purpose of the point rated technical criteria specified below the experience of the Bidder* will be considered.				
"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.				
Number	Point Rated Technical Criterion	Weighting (Points)	Maximum Points	Cross Reference to Proposal
RT1	Beyond MT4, the bidder should demonstrate within the proposed resource's resume for the Project Lead and Senior Auditor that the resources each have experience in internal audit. <i>The Bidder should provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by a reference (name, company, government organization if applicable, phone number and email address).</i> *Each project must have specific dates (month and year) of experience as well as the total duration of project (number of months).	- 10 pts for 36-48 months - 20 pts for 49-60 months - 30 pts for 61+ months	30	
RT2	The bidder should demonstrate within the proposed resource's resume that the	- 15 pts for 12-24 months	45	



	<p>resource has expertise in evaluating processes.</p> <p><i>The Bidder should provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by a reference (name, company, government organization if applicable, phone number and email address).</i></p> <p>*Each project must have specific dates (month and year) of experience as well as the total duration of project (number of months).</p>	<p>- 30 pts for 25-36 months - 45 pts for 36+ months</p>		
RT3	<p>The bidder should demonstrate within the proposed resource's resume that the resource has experience and expertise in projects of assurance audit and/or management controls audit (assessing established process and rules of procedure/directives).</p> <p><i>The Bidder should provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by a reference (name, company, government organization if applicable, phone number and email address).</i></p> <p>*Each project must have specific dates (month and year) of experience as well as the total duration of project (number of months).</p>	<p>- 1-2 projects: 15 pts - 3-4 projects: 20 pts - 5-6 projects: 25 pts - 7-8 projects: 30 pts - 9-10 projects: 35 pts</p>	35	
RT4	<p>The bidder should demonstrate within the proposed resource's resume that the resource has experience and expertise in writing audit reports presenting summary results and observations.</p> <p><i>The Bidder should provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by a reference (name, company, government organization if applicable, phone number and email address).</i></p>	<p>- 15 pts for 12-17 months - 20 pts for 18-23 months - 25 pts for 24-29 months - 30 pts for 30-35 months - 35 pts for 36+ months</p>	35	
TOTAL POINTS			145	



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1 Certifications Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex E, *The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.*

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

1.3 Attachment 1 to Part 5, Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



ATTACHMENT 1 to PART 5 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program For Employment Equity - Certification

Date: April 7, 2015

The Bidder must complete A and B.

A. The Bidder must include in the certification one of the following statements:

A1. The Bidder is not a Joint Venture.

or

A2. The Bidder is a Joint venture.

B. The Bidder must include in the certification: "I, the Bidder, submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated above. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract."

For A1, the Bidder must include in the certification: "The Bidder:" followed by the applicable statement among the statements B.1 to B.5 appearing below.

For A2: the Bidder must include in the certification for each member of the Joint Venture: 1) "I, [insert the name of the member of the Joint Venture], member of the Joint Venture: " followed by the applicable statement among the statements B.1 to B.5 appearing below.

Choose only one of the following statements:

B1. certifies having no work force in Canada.

B2. certifies being a public sector employer.

B3. certifies being a federally regulated employer being subject to the Employment Equity Act.

B4. certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

B5. certifies having a combined workforce in Canada of 100 or more employees; and

B5.1. certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

or

B5.2. certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. *As this is a condition precedent to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.*

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

2. 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.

3. Education and Experience

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



PART 6 - SECURITY REQUIREMENTS

1.1. Security Requirement

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

1.2. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) Website.

2. Financial Capability

SACC Manual clause A9033T (2012-07-16), Financial Capability

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 in Annex A.

1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A, Statement of Work, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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) (<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 (2013-06-27), General Conditions - Higher Complexity - Services, with the following modifications, will apply to and form part of this Contract.

2.2 Supplemental General Conditions

2.2.1 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the



Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

3. Security Requirement

1. The following security requirement (SRCL) and related clauses) applies and form part of the Contract: The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor 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 CISD/PWGSC.
3. The Contractor **MUST NOT** remove any **PROTECTED/CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
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:
 1. Security Requirements Check List, attached at Annex C;
 2. *Industrial Security Manual* (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to August 7, 2015 inclusive.

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 one (1) additional four (4) month period 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 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 User Department Contracting Authority

The Contracting Authority for the Contract is:

Name: Caroline Lecours Savoury
Title: A/Acquisitions Manager
Address: 284 Wellington Street
Place Bell Centre
Ottawa, Ontario K1A 0H8
Telephone: 613-220-4061
Facsimile: 613-941-9398
E-mail address: ppsc-sppc.acquisitions@ppsc-sppc.gc.ca

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

5.2 Project Authority



The Project Authority for the Contract is: *(Use at contract award stage)*

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail address:

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

5.3 Technical Authority

The Technical Authority for the Contract is:

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

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail address:

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

5.4 Contractor's Representative

(Fill in or delete as applicable)

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail address:

Notice to the Bidder: *If the selected Bidder provided (in accordance with the article 3 of Part 2) information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, the full text of SACC Manual clause [A3025C](#) (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants, will form part of the Contract as article 6, and the articles below will be renumbered accordingly.*

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

a) **Limitation of Expenditure:** The limitation of expenditure is a predetermined amount of money representing Canada's total liability to the contractor. The contractor is expected to do its best to satisfactorily complete all the work indicated in the contract to which this basis of payment applies without exceeding the limitation of expenditure. If the contractor cannot perform a part of the work without exceeding the limitation of expenditure, it is not legally required to perform this part of the



work unless a negotiated increase to the limitation of expenditure has been previously included in the contract in writing by the Contracting authority.

7.1 Basis of Payment

7.1.1 Canada's Total Responsibility

7.1.1.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.2 Method of Payment

Monthly Payments

SACC Manual clause [H1008C](#) will apply to and form part of this contract.

7.3 SACC Manual Clauses

7.3.1 [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

7.3.2 H3027C (2010-01-11) Payment of Invoices by Credit Card
The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

7.4 Time Verification

[C0711C](#) (2008-05-12), Time Verification

8. Invoicing Instructions

8.1. An invoice for a monthly payment cannot be submitted until all Work identified on the invoice is completed.

8.2. Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and
- (d) a copy of the monthly progress report.

8.3. Invoices must be distributed as follows:



- (a) One (1) copy must be forwarded to the following address for certification and payment: as appearing on the front page of the contract.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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. Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, found in Annex D, Non-Disclosure Agreement, 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.

12. 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 general conditions 2035 (2013-06-27), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Non-Disclosure Agreement; and
- (g) the Contractor's bid dated _____ (*insert date of bid*)

13. Insurance

SACC Manual clause [G1005C](#) (2008-05-12), Insurance



ANNEX A STATEMENT OF WORK

1. TITLE

Review of the National Fine Recovery Program Process

2. OBJECTIVE

The objective is to perform a review and document the process of the National Fine Recovery Program (NFRP) with the Public Prosecution Service of Canada (PPSC) in order to document the process currently in place including relevant internal controls; and provide recommendations on process efficiencies whereby the organization can effectively manage the private collection agency contract.

3. BACKGROUND

The PPSC manages the NFRP pursuant to an assignment issued by the Attorney General of Canada in 2007 under s. 3(3) (g) of the *Director of Public Prosecutions Act*. The objective of the NFRP is to enforce sentences by recovering outstanding federal fines ordered against individuals and companies convicted under federal statutes. Federal fines refer to fines levied after a conviction in a court of law for an offence prosecuted by PPSC. When outstanding fines are recovered from convicted individuals or companies, they are remitted to the appropriate provincial court which, in turn, remits the amounts, net of court fees, to the Receiver General of Canada within the Consolidated Revenue Fund (CRF).

Until March 31, 2013, the PPSC had eight regional fine recovery units overseen by a National Headquarters unit. The PPSC spent \$1.7M annually to recover an annual average of \$6.3M between 2008-2009 and 2012-2013 through the efforts of 19 FTEs dedicated to the Program, GST/HST and income tax set-offs, and negotiated payment agreements.

In 2010, the PPSC proposed the outsourcing of the collection of outstanding fines to find efficiencies. The PPSC put in place a new National Fine Recovery Division as of late 2012-2013. The Division within the Quebec Regional Office includes 5 FTEs responsible for the following activities: coordination of national fine recovery related activities; liaison with the private collection agency and the provincial courts; providing the private collection agency's designated coordinator with training on procedures for the recovery of federal fines, a training manual and updates as required, in order to allow the agency to train its personnel accordingly; and insuring that the fine inventory is up to date.

PPSC initiated a Request for Proposal late 2014-2015 to outsource the majority of the collection work handled by the NFRP to private collection agencies. In terms of collections, the PPSC will continue to use the methods provided in accordance with Section 734 of the *Criminal Code* such as civil enforcement, default hearings and GST/HST/income tax set-offs and the private collection agency will be responsible for notification letters; telephone calls; negotiated payment agreements; and follow-up of payment agreements.

PPSC received approval for a special purpose allotment in January 2015 to cover the commissions associated with the collection of outstanding federal fines that will be deposited to the CRF. Documenting and implementing efficiencies within the NFRP process will be key to effectively manage the third-party contract and ensuring that the recoveries are made to the CRF.

4. DESCRIPTION OF RESOURCE CATEGORIES

4.1. Project Manager/Leader

Manages the project team during the planning, implementation and reporting phases of the audit Work. Ensures that resources are made available and that the project is developed and is fully implemented within agreed time, cost and performance parameters of the Contract. Determines budgetary requirements, the composition, roles and responsibilities and deadlines for the project team. Defines and documents the objectives and scope for the project. Identifies problems impeding successful completion of the project and proposes, develops and implements significantly new or modified audit approaches to solve them. Reports progress of the project to the Project Authority on an ongoing basis and at scheduled points in the life cycle.



Meets with auditee management to outline audit objectives and approaches, to gather key perspectives, and to present audit observations and recommendations. Prepares plans, charts, tables and diagrams to assist in presenting or displaying observations and recommendations

4.2. Senior Auditor

Develops and designs approaches and programs for significant segments of projects. Participates in the development of the overall plan and strategy for specific projects. Carries-out, or supervises auditors and junior auditors in the performance of project tasks according to approved programs or plans. Prepares and presents project observations and recommendations to the Project Manager/Leader for approval. Presents observations and findings from work completed to the Project Authority and to auditees. Drafts and revises audit reports.

4.3. Auditor

Participates in the planning, conduct and reporting phases of projects. Organizes and conducts project tasks according to approved programs or plans. Drafts portions of, or content leading to, drafts and final reports, including audit observations, conclusions and recommendations. Presents oral briefings and debriefings to auditees on assigned segments of projects.

5. SCOPE OF SERVICES

The preliminary scope of this assurance audit covers the processes of the NFRP including the relationship with stakeholders; documenting the process and all relevant controls; and making recommendations on process efficiencies.

Note: For each proposed individual where education criteria have been indicated, the Bidder must provide at a minimum a certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <http://www.cicic.ca/indexe.stm>

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <http://www.cicic.ca/415/credential-assessment-services.canada>

The experience of the proposed resources must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

5.1. Stream 1: Internal Audit Services

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

The range of activities under this stream could include:

- Value-for-money audit;
- Compliance audit;
- Assurance audit;
- Management controls audit;
- Operational audit;
- Horizontal or sectoral audits led by the Comptroller General; and
- Develop audit or assurance methodologies to meet the requirements of the Treasury Board Policy on Internal Audit

Minimum Mandatory Qualifications and Experience for the Resource Categories:



The following are the minimum mandatory requirements that must be met by the Contractor's personnel identified under each applicable resource category for work to be performed under this stream. User departments cannot reduce these minimum requirements but, if necessary, user departments may increase these requirements at the Request for Proposal (RFP) stage:

Project Manager/Leader

- Education/Professional Qualifications
 - Professional Designation in any one of the following: CA, or CMA, or CGA, or CIA.
- Experience
 - Must have a minimum of six (6) cumulative years experience of audit experience within the last ten (10) years including at least two (2) cumulative years experience in internal audit.

Senior Auditor

- Educational/Professional Qualifications
 - Professional Designation in any one of the following: CA, or CMA, or CGA, or CIA; OR
 - A degree from a recognized university* (see note above), which is relevant to the stream.
- Experience
 - Must have a minimum of three (3) cumulative years of audit experience within the past ten (10) years.

Auditor

- Education/Professional Qualifications
 - Professional Designation in any one of the following: CA, or CMA, or CGA, or CIA; OR
 - a. a degree/diploma from a recognized university* (see note above) relevant to the stream and/or the Statement of Work.
- Experience -
 - Must have a minimum of two (2) cumulative years experience in the audit within the last ten (10) years.

6. TASKS

As part of conducting the review, the Contractor must and not limited to:

1. Update the work plan using the Project Authority's feedback. The updated work plan will be presented to the Project Authority for final approval.
2. Implement the work plan to achieve the objective of the contract. The implementation will consist of the following:
 - a) A review NFRP process and detailed supporting documentation.
 - b) Recommendations on how to improve efficiencies of the NFRP process including strengthening existing controls.
3. Conduct interviews with the key senior executives (Deputy Director of Public Prosecutions, Regulatory & Economic Prosecutions and Management Branch ; CAE, CFO, Chief Federal Prosecutor for the Quebec Regional Office) and with key NFRP employees. Upon discussion with the Project Authority, other interviews with stakeholders and PPSC staff, including senior management, may be conducted.

Upon completion of the review, the Contractor must return to the Project Authority all documentation, including but not limited to drafts (soft and hard copies), etc., used for the review.

7. CLIENT SUPPORT

All work will be carried out in close consultation with the Project Authority.

The Project Authority will provide:

- copies of or access to all NFRP documentation required to conduct the review;
- access to PPSC facilities;
- administrative support such as booking meetings and interviews required to complete the review; and



- a departmental representative (the Project Authority) as a contact throughout the entire duration of the contract.

8. DELIVERABLES

The Contractor will:

1. Provide a briefing within 6 weeks of contract award to serve as the basis of a closing meeting with the Project Authority. This briefing must include as a minimum a summary of review performed, the basis of the conclusions and an outline of any efficiencies needed including recommendations.
2. Provide status reports to the Project Authority as and when required.
3. Provide a written report within 8 weeks of contract award with a summary of the review performed, the documented NFRP process, the basis of the conclusions and recommendations.

8.1. DELIVERABLES FORMAT

All written materials must be submitted in hardcopy and/or electronic copy, using Microsoft Office, as required by the Project Authority.

9. OFFICIAL LANGUAGES

The Contractor must be able to provide the services and deliverables in both official languages (English and French). They must be able to conduct interviews, review program documentation, and to communicate with key stakeholders in the language of their choice.

10. WORK LOCATION

The work shall be conducted at:

- The PPSC's headquarters facilities located at 160 Elgin Street in Ottawa; and
- The Quebec Regional Office located in Montreal, Quebec.

11. TRAVEL

The Contractor shall be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the current *Treasury Board Guidelines on Travel and Living Expenses*, without any allowance thereon for overhead or profit. Charges for air travel shall not exceed that for economy class. All payments are subject to government audit.

12. CONSTRAINT

The Contractor must:

- not remove any protected document out of PPSC premises. Only those documents approved by the Project Authority will be allowed to be removed by the Contractor out of PPSC's premise. All documentation provided to the Contractor is not to be reproduced in any manner without prior authorization from the Project Authority;
- all documentation and information provided and produced pursuant to this contract shall be considered and will remain the property of the PPSC.
- return all hard-copy and electronic documents and research material used for the external assessment;
- obtain prior approval from the Project Authority or his/her designate before disseminating/distributing any copies of the review produced pursuant to this contract; and
- work undertaken, materials or documentation supplied in the performance of this contract is not to be used by the Contractor for any purpose including advertising or promotional purposes.



ANNEX B BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract and each Task Authorization, if applicable.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Days_worked} = \frac{\text{Hours_Worked}}{7.5_hours_per_day}$$

OVERTIME WORK

All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

A- Contract Period (From contract award to August 7, 2015)

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

1.0 Professional Fees

The Contractor will be paid all inclusive per diem rates as follows:

	STREAM # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Estimated LoE (where applicable)	Total (in Cdn \$)
	Resource Name	A	B	C= A x B
1	Period 1 – Contract Award to August 7, 2015			
1b	Project Manager/Leader		Days	
1c	Senior Auditor		Days	
1d	Auditor		Days	

2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses

For the requirements relative to travel described in the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:



- a. Work performed within 60km of the Contractor's place of business;
- b. Any travel between the Contractor's place of business and the National Capital Region or Quebec Regional Office, whichever is within 60km; and
- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive per diem rates specified in subsection A-1.0 above.

2.2 Canada's Total Liability - Authorized Travel and Living Expenses

1. Canada's total liability to the Contractor under the Contract for authorized travel and living expenses must not exceed \$_____ (*insert amount at contract award*). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability for travel and living expenses being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

3.0 Total Estimated Cost- Contract Period (1.0 + 2.0): \$ _____ (*insert amount at contract award*)

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

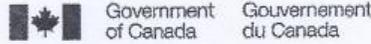
	STREAM # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Estimated LoE (where applicable)	Total (in Cdn \$)
	Resource Name	A	B	C= A x B
1	Period 1 – August 8, 2015 to December 4, 2015			
1b	Project Manager/Leader		Days	
1c	Senior Auditor		Days	
1d	Auditor		Days	



ANNEX C



SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat Common PS SRCL#19
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch	
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 Professional Services - Standing Offers and Supply Arrangements	
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 courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie 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"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> 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 <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>
	NATO SECRET <input type="checkbox"/>
	COSMIC TOP SECRET <input type="checkbox"/>
	COSMIC TRÈS SECRET <input type="checkbox"/>
	PROTECTED A <input type="checkbox"/>
	PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B <input type="checkbox"/>
	PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C <input type="checkbox"/>
	PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#19
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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 / Non Yes / 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 / Non Yes / Oui

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

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input checked="" 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 sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

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 / Non Yes / 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 / Non Yes / 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 serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / 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 / Non Yes / 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 / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED







Contract Number / Numéro du contrat
Common PS SRCL#19
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding 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 sauvegarde 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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL 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 » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL 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 » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





ANNEX D NON DISCLOSURE AGREEMENT

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

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

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

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

Signature

Date



ANNEX E RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Public Prosecution
Service of Canada

Service des poursuites
pénales du Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from Public Prosecution Services of Canada (PPSC) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, PPSC will send the following information by e-mail: amount of payment, date of payment, invoice number, PPSC reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with PPSC, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with PPSC, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the PPSC's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrollment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that PPSC can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that PPSC can send e-mail notices and confirm receipt of payment.



Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0		Cheque No. N° de chèque 0000000
Pay to the order of Payez à l'ordre de	"Void" «Nul»	\$ _____ Dollars
"000" "00000"000		Signature 000000"0
Transit No. N° de la succursale	Bank No. N° de l'institution financière	Account No. N° du compte

If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR PUBLIC PROSECUTION SERVICES OF CANADA ONLY

This section is strictly reserved for PPSC's use only.

SENDING YOUR REQUEST TO PUBLIC PROSECUTION SERVICES OF CANADA

Please send the duly completed form with **original signature(s)** to the following address:

Public Prosecution Services of Canada
Financial Accounting
284 Wellington Street
Place Bell - 8th Floor
Ottawa, ON
K1A 0H8

Please write the following on the envelope: **"To be opened by addressee only!"**



The information is required by Public Prosecution Services of Canada for the purpose of collecting data to permit electronic payments. This information will be protected under the provisions of the *Privacy Act*.

- IMPORTANT**
- ➔ Must be a Canadian recipient holding a bank account in Canadian \$.
 - ➔ For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees.
 - ➔ Note that Direct Deposit payments carry no stub information.

1 - TYPE OF REQUEST

- New request ➔ Direct Deposit (DD) Electronic Data Interchange (EDI)
- Change ➔ to banking information (provide a new blank cheque)
➔ from Direct Deposit (DD) to from Electronic Data Interchange (EDI) to **Electronic Data Interchange (EDI)** **Direct Deposit (DD)**
- Cancel electronic payment and **revert to cheques**

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)

Address		Name of Payment Contact (please print)	
City	Province	Postal Code	E-mail for Payment Notifications (please print)
Telephone		Fax	
Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (<i>please print</i>)			Telephone

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

Signature Date Signature Date

3 - BANKING INFORMATION

Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

1 Branch Number (transit)	2 Financial Institution Number	4 Name(s) of Account Holder(s)
3 Account Number		

If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.

5 Financial Institution Name, Address and Telephone Number	7 Financial Institution Stamp
6 Signature of Financial Institution Representative	

4 - FOR PUBLIC PROSECUTION SERVICES OF CANADA

PROCESSED BY	➔ Name (please print)	Vendor Code	
Signature		Date	
VERIFIED BY	➔ Name (please print)	Signature	Date
<input type="checkbox"/> Payment Method Changed			



RETURN BIDS TO:
RETOURNER LES
SOUMISSIONS À:
Public Prosecution Service of Canada
Service des poursuites pénales du Canada
ppsc-sppc.acquisitions@ppsc-sppc.gc.ca
Attn: Caroline Lecours Savoury

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Prosecution Service of Canada

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

Proposition aux: Service des poursuites pénales du Canada

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

Instructions : See Herein

Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Public Prosecution Service of Canada
Service des poursuites pénales du Canada
Acquisitions Division
284 Wellington Street
Place Bell Centre
Ottawa, ON K1A 0H8

Title – Sujet	
Independent Review - NFRP	
Solicitation No. – N° de l'invitation	Date
PPSC-1000017894	2015-03-31
Solicitation Closes – L'invitation prend fin at – à	Time Zone Fuseau horaire
14 :00 PM on – April, 16 th , 2015	EST
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à :	
ppsc-sppc.acquisitions@ppsc-sppc.gc.ca	
Telephone No. – N° de téléphone :	
613-220-4061	
Destination – of Goods, Services, and Construction:	
Destination – des biens, services et construction :	
See Herein	
Delivery required - Livraison exigée	
See Herein	
Vendor/firm Name and address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (taper ou écrire en caractères d'imprimerie)	
Signature	Date



PROFESSIONAL AUDIT SUPPORT SERVICES (PASS) SUPPLY ARRANGEMENT

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

INTERNAL AUDIT SERVICES

FOR THE

PUBLIC PROSECUTION SERVICE OF CANADA

This RFP is issued against the Professional Audit Support Services (PASS) Supply Arrangement, PWGSC File No. **E60ZG-060004/G**. All terms and conditions of the referenced Supply Arrangement apply and must be incorporated into any resulting contract.



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Potential Bidders under this RFP
4. Debriefings

PART 2 - BIDDER INSTRUCTIONS

7. Standard Instructions, Clauses and Conditions
8. Submission of Bids
9. Former Public Servant
10. Enquiries - Bid Solicitation
11. Applicable Laws
12. Payment of Invoices by Credit Card

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

2. Certification Precedent to Contract Award

PART 6 - SECURITY AND OTHER REQUIREMENTS

1. Security Requirement
2. Financial Capability

List of Attachments:

Attachment 1 to Part 1, List of Suppliers
Attachment 1 to Part 3, Pricing Schedule
Attachment 1 to Part 4, Evaluation Procedures
Attachment 1 to Part 5, Certifications Precedent to Contract Award

PART 7 - RESULTING CONTRACT CLAUSES

14. Statement of Work
15. Standard Clauses and Conditions
16. Security Requirement
17. Term of Contract
18. Authorities
19. Proactive Disclosure of Contracts with Former Public Servants
20. Payment
21. Invoicing Instructions
22. Certifications
23. Applicable Laws
24. Non-Disclosure Agreement
25. Priority of Documents
26. Insurance

List of Annexes:

Annex A, Statement of Work
Annex B, Basis of Payment
Annex C, Security Requirements Check List
Annex D, Non-Disclosure Agreement
Annex E, Recipient Electronic Payment Registration Request Form



PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Other Requirements: 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 Attachments include the List of Suppliers, Pricing Schedule, Evaluation Procedures, Certifications Precedent to Contract Award.

The Annexes include: the Statement of Work, the Basis of Payment, the Security Requirements Check List, non-Disclosure Agreement, and Recipient Electronic Payment Registration Request.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

2. Summary

2.1 Public Prosecution Service of Canada seeks to establish a contract under the Professional Audit Support Services (PASS) Supply Arrangement, under the following Streams:

1. Internal Audit Services;

Canada is seeking to establish a contract for Internal Audit Services, Stream 1, as defined in Annex "A", Statement of Work, for a period of four (4) months and one (1) additional option period of four (4) months for the Public Prosecution Service of Canada.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](#)" document on the [Departmental Standard Procurement Documents](#) web site

3. Potential Bidders under this RFP

This requirement is open only to pre-qualified Suppliers under **Stream 1, Internal Audit Services**.

The list of pre-qualified suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1.



4. Debriefings

At contract award, the Contracting Authority will notify all bidders of the name of the Contractor who has been awarded the contract as well as its total estimated value and as to why their bid was not selected. We do not intend to conduct in-person debriefs for this solicitation. Instead, the information set out in the regret letter will include the reason the bidder's proposal was not accepted.



ATTACHMENT 1 to PART 1 LIST OF SUPPLIERS

Potential bidders under this RFP

The requirement described in this RFP is open to pre-qualified suppliers for the following stream of the PASS SA:

Stream 1: Internal Audit Services

Altis Human Resources (Ottawa) Inc.
Collins Barrow Ottawa LLP
Deloitte LLP
Hallux Consulting Inc.
ICORP.CA Inc.
Interis Consulting Inc.
IT/Net – Ottawa Inc
KPMG LLP
Lannick Contract Solutions Inc.
Murray Management Consulting Inc.
Orbis Risk Consulting Inc.
Pricewaterhouse Coopers LLP
QMR Staffing Solutions Incorporated, Windreach Consulting Services Incorporated, In Joint Venture
Raymond Chabot Grant Thornton
Samson \$ Associés CPA/Consultation Inc.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2014-09-25), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Sub-section 04 of Section 01, Integrity Provisions - Bid, of the [2003](#) incorporated by referenced above are hereby deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform the Supply Arrangement Authority in writing of any change affecting the list of directors during this procurement process as well as during the contract period.

Canada may, at any time, request that a bidder provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms within the time frame provided or failure to cooperate to the verification process will result in the bid being declared non-responsive.

2. Submission of Bids

Bids must be submitted only to Public Prosecution Service of Canada (PPSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PPSC will not be accepted.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 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 Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all 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: _____.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. 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.

5. Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

VISA

MasterCard

or

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card. Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.

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 one (1) electronic copy;

Section II: Financial Bid one (1) electronic copy;

Section III: Certifications one (1) electronic 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; and

(c) use sequential page numbering on each page of the proposal.

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.

Part 4, Evaluation Procedures and Attachment 1 to Part 4, contain additional instructions that bidders should consider when preparing their technical bid.



Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their (price(s) and/or rate(s)), FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 1.4 When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.
- 1.4 All-inclusive per diem rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed outside the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [Department of Justice](#)
- 1.5 Bidders should include the following information in their financial bid:
 4. Their legal name;
 5. Their Procurement Business Number (PBN); and
 6. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a. their bid; and
 - b. any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



ATTACHMENT 1 to PART 3 PRICING SCHEDULE

- 1.0 The Bidder must complete this pricing schedule and include it in its financial bid.
- 2.0 The price/rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for:
 - d. work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>;
 - e. travel between the successful bidder's place of business and the NCR; and
 - f. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- 3.0 The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

	STREAM # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Volumetric Data (estimated Level of Effort)	Total (in Cdn \$)
		A	B	C= A x B
1	Period 1 – Contract Award to August 7, 2015			
1b	Project Manager/Leader	\$	Up to 5 Days	\$
1c	Senior Auditor	\$	Up to 15 Days	\$
1e	Auditor	\$	Up to 20 Days	\$
	Total Period 1:			
2	Optional Period – August 8, 2015 to December 4th, 2015			
2b	Project Manager/Leader	\$	Up to 5 Days	\$
2c	Senior Auditor	\$	Up to 15 Days	\$
2e	Auditor	\$	Up to 20 Days	\$
	Total Optional Period:			
3	Evaluated Price (GST/HST excluded): (i.e., sum of: Total Period 1 + Total Optional Period)			\$
4	Applicable taxes		GST: HST:	
	Insert amount as applicable:			
5	Estimated Travel Expenses			\$



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

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation

- 1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

1.3 Mandatory Financial Criteria

Refer to Attachment 1 to Part 4.

2. Basis of Selection

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

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
3. The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = LP / P_i \times 40\%$. P_i is the evaluated price (P) of each responsive bid (i).
4. A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 60\%$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
5. The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.
6. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid **that** obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.”



7. The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	76	82	88
Bid Evaluated Price	C\$50,000	C\$55,000	C\$60,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$76 / 100 \times 60 = 45.6$	$50,000^* / 50,000 \times 40 = 40.00$	85.60
Bidder 2	$82 / 100 \times 60 = 49.2$	$50,000^* / 55,000 \times 40 = 36.36$	85.56
Bidder 3	$88 / 100 \times 60 = 52.8$	$50,000^* / 60,000 \times 40 = 33.33$	86.13



ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with this requirement.

- e. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- f. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- g. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- h. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) should provide:

- Name and description of client organization;
- Name, phone, email of client ;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project; and/or
- Description of the Consultant roles and responsibilities in the project.

1.1.1 Mandatory Technical Criteria

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

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



Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.

“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

The Bidder				
Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	The Bidder must be a current Professional Audit Support Services Supply Arrangement (PASS-SA) Holder who qualified under Stream 1, Internal Audit Services, for the following resource categories: “Project Manager/Leader, Senior Auditor and Auditor”			
MT2	The Bidder must provide a work plan demonstrating tasks, timelines and resources proposed to complete the Work identified in Annex A, Statement of Work.			

The Bidder’s Proposed Resources				
Number	Mandatory Technical Criterion	MET	NOT ME	Cross Reference to Proposal
MT3	<p>The Bidder must submit a detailed CV for the proposed resource demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for each applicable resource category as described in <u>Annex A, Statement of Work, Section 5</u>.</p> <p>The proposed resource must possess the minimum Educational/Professional Qualifications, that is:</p> <p>a Professional Designation in any one of the following: CA, or CMA, or CGA, or CIA; OR A degree from a recognized university which is relevant to the stream of internal audit services.</p> <p>The bidder must provide, at bid submission, a copy of the valid Educational/Professional Qualification certificate(s).</p>			



<p>MT4</p>	<p>The proposed resources must possess a minimum of three (3) cumulative years each of internal audit experience within the past ten (10) years (2004-2015)</p> <p><i>The Bidder must provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by reference (name, company, government organization if applicable, phone number and email address). Questions to the references will encompass professional ability, personal suitability, and work ethic along with confirmation of the project delivery*.</i></p> <p>*Each project must have specific dates (month and year) of experience as well as the total duration of project (number of months).</p>			
<p>MT5</p>	<p>The proposed resource must have a valid Government of Canada security clearance at the Secret (Level II) level at the time of Bid Closing. The following information must be provided with the proposal:</p> <ul style="list-style-type: none"> •File number •Security level •Expiration date •Date of birth •Issuing department 			

1.1.1.2 Reference Checks

(c) With respect to the client references provided by the Bidder for mandatory technical evaluation criteria, Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference provided with the Bidder’s proposal (the “Original Contact Info”). If Canada is not successful in reaching a client reference after three (3) attempts using the Original Contact Info, the Contracting Authority may contact the Bidder for alternate contact information for that same client reference. Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference alternate contact information.

If Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternate contact information), after making such attempts, the proposal will be deemed non-responsive and will not be given further consideration.

For greater certainty, the Bidder will only be given the opportunity to provide alternate contact information one time for each client reference.

(d) If at any time during the reference check, Canada determines that the Bidder has not met the mandatory technical evaluation criterion, the Bidder’s proposal will be deemed non-responsive and will not be given further consideration.

***Criteria Weight Definitions**

The following terms used in the mandatory technical criterion MT4 detailed above are defined as follows:



Excellent (MET)

The Bidder's proposed resource's level of competence for this criterion is exceptional and should ensure an extremely efficient result for this aspect of the job.

Very good (MET)

The Bidder's proposed resource's level of competence for this criterion is above average and more than satisfactory to ensure an efficient result for this aspect of the job.

Good (MET)

The Bidder's proposed resource's level of competence for this criterion is acceptable and meets the minimum requirements for this aspect of the job.

Poor (NOT MET)

The Bidder's proposed resource's level of competence for this criterion is poor for this aspect of the job.

Unsatisfactory (NOT MET)

The Bidder's proposed resource's level of competence for this criterion does not meet our requirements for this aspect of the job.

1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Point Rated Technical Criteria (RT)				
For the purpose of the point rated technical criteria specified below the experience of the Bidder* will be considered.				
"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.				
Number	Point Rated Technical Criterion	Weighting (Points)	Maximum Points	Cross Reference to Proposal
RT1	Beyond MT4, the bidder should demonstrate within the proposed resource's resume for the Project Lead and Senior Auditor that the resources each have experience in internal audit. <i>The Bidder should provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by a reference (name, company, government organization if applicable, phone number and email address).</i> *Each project must have specific dates (month and year) of experience as well as the total duration of project (number of months).	- 10 pts for 36-48 months - 20 pts for 49-60 months - 30 pts for 61+ months	30	
RT2	The bidder should demonstrate within the proposed resource's resume that the resource has expertise in evaluating processes.	- 15 pts for 12-24 months - 30 pts for 25-36 months - 45 pts for 36+ months	45	



	<p><i>The Bidder should provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by a reference (name, company, government organization if applicable, phone number and email address).</i></p> <p>*Each project must have specific dates (month and year) of experience as well as the total duration of project (number of months).</p>			
RT3	<p>The bidder should demonstrate within the proposed resource's resume that the resource has experience and expertise in projects of assurance audit and/or management controls audit (assessing established process and rules of procedure/directives).</p> <p><i>The Bidder should provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by a reference (name, company, government organization if applicable, phone number and email address).</i></p> <p>*Each project must have specific dates (month and year) of experience as well as the total duration of project (number of months).</p>	<p>- 1-2 projects: 15 pts - 3-4 projects: 20 pts - 5-6 projects: 25 pts - 7-8 projects: 30 pts - 9-10 projects: 35 pts</p>	35	
RT4	<p>The bidder should demonstrate within the proposed resource's resume that the resource has experience and expertise in writing audit reports presenting summary results and observations.</p> <p><i>The Bidder should provide, at bid submission, examples of *project(s) worked on to substantiate the requirement, each supported by a reference (name, company, government organization if applicable, phone number and email address)</i></p>	<p>- 15 pts for 12-17 months - 20 pts for 18-23 months - 25 pts for 24-29 months - 30 pts for 30-35 months - 35 pts for 36+ months</p>	35	
TOTAL POINTS			145	



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1 Certifications Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex E, *The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.*

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

1.3 Attachment 1 to Part 5, Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



ATTACHMENT 1 to PART 5 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program For Employment Equity - Certification

Date: April 7, 2015

The Bidder must complete A and B.

A. The Bidder must include in the certification one of the following statements:

A1. The Bidder is not a Joint Venture.

or

A2. The Bidder is a Joint venture.

B. The Bidder must include in the certification: "I, the Bidder, submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated above. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract."

For A1, the Bidder must include in the certification: "The Bidder:" followed by the applicable statement among the statements B.1 to B.5 appearing below.

For A2: the Bidder must include in the certification for each member of the Joint Venture: 1) "I, [insert the name of the member of the Joint Venture], member of the Joint Venture: " followed by the applicable statement among the statements B.1 to B.5 appearing below.

Choose only one of the following statements:

B1. certifies having no work force in Canada.

B2. certifies being a public sector employer.

B3. certifies being a federally regulated employer being subject to the Employment Equity Act.

B4. certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

B5. certifies having a combined workforce in Canada of 100 or more employees; and

B5.1. certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

or

B5.2. certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. *As this is a condition precedent to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.*

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

2. 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.

3. Education and Experience

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



PART 6 - SECURITY REQUIREMENTS

1.1. Security Requirement

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

1.2. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) Website.

2. Financial Capability

SACC Manual clause A9033T (2012-07-16), Financial Capability

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 in Annex A.

1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A, Statement of Work, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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) (<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 (2013-06-27), General Conditions - Higher Complexity - Services, with the following modifications, will apply to and form part of this Contract.

2.3 Supplemental General Conditions

2.2.1 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 – Payment Period and Article 15 - Interest on



Overdue Accounts, set out in [2035](#) General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

3. Security Requirement

14. The following security requirement (SRCL) and related clauses) applies and form part of the Contract: The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
15. The Contractor 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 CISD/PWGSC.
16. The Contractor **MUST NOT** remove any **PROTECTED/CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
17. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
18. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List, attached at Annex C;
 2. *Industrial Security Manual* (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to August 7, 2015 inclusive.

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 one (1) additional four (4) month period 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 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 User Department Contracting Authority

The Contracting Authority for the Contract is:

Name: Caroline Lecours Savoury
Title: A/Acquisitions Manager
Address: 284 Wellington Street
Place Bell Centre
Ottawa, Ontario K1A 0H8
Telephone: 613-220-4061
Facsimile: 613-941-9398
E-mail address: ppsc-sppc.acquisitions@ppsc-sppc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: *(Use at contract award stage)*



Name:
Title:
Address:
Telephone:
Facsimile:
E-mail address:

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

5.3 Technical Authority

The Technical Authority for the Contract is:

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

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail address:

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

5.4 Contractor's Representative

(Fill in or delete as applicable)

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail address:

Notice to the Bidder: *If the selected Bidder provided (in accordance with the article 3 of Part 2) information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, the full text of SACC Manual clause [A3025C](#) (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants, will form part of the Contract as article 6, and the articles below will be renumbered accordingly.*

19. 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.

20. Payment

- a) **Limitation of Expenditure:** The limitation of expenditure is a predetermined amount of money representing Canada's total liability to the contractor. The contractor is expected to do its best to satisfactorily complete all the work indicated in the contract to which this basis of payment applies without exceeding the limitation of expenditure. If the contractor cannot perform a part of the work without exceeding the limitation of expenditure, it is not legally required to perform this part of the work unless a negotiated increase to the limitation of expenditure has been previously included in the contract in writing by the Contracting authority.



7.1 Basis of Payment

7.1.1 Canada's Total Responsibility

7.1.1.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.2 Method of Payment

Monthly Payments

SACC Manual clause [H1008C](#) will apply to and form part of this contract.

7.3 SACC Manual Clauses

7.3.1 [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

7.3.2 H3027C (2010-01-11) Payment of Invoices by Credit Card

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

7.4 Time Verification

[C0711C](#) (2008-05-12), Time Verification

21. Invoicing Instructions

8.1. An invoice for a monthly payment cannot be submitted until all Work identified on the invoice is completed.

8.2. Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and
- (d) a copy of the monthly progress report.

8.3. Invoices must be distributed as follows:

- (a) One (1) copy must be forwarded to the following address for certification and payment: as appearing on the front page of the contract.



22. Certifications

9.2 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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.

23. Applicable Laws

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

24. Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, found in Annex D, Non-Disclosure Agreement, 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.

25. 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.

- (h) the Articles of Agreement;
- (i) the general conditions 2035 (2013-06-27), General Conditions - Higher Complexity - Services;
- (j) Annex A, Statement of Work;
- (k) Annex B, Basis of Payment;
- (l) Annex C, Security Requirements Check List;
- (m) Annex D, Non-Disclosure Agreement; and
- (n) the Contractor's bid dated _____ (*insert date of bid*)

26. Insurance

SACC Manual clause [G1005C](#) (2008-05-12), Insurance



ANNEX A STATEMENT OF WORK

13. TITLE

Review of the National Fine Recovery Program Process

14. OBJECTIVE

The objective is to perform a review and document the process of the National Fine Recovery Program (NFRP) with the Public Prosecution Service of Canada (PPSC) in order to document the process currently in place including relevant internal controls; and provide recommendations on process efficiencies whereby the organization can effectively manage the private collection agency contract.

15. BACKGROUND

The PPSC manages the NFRP pursuant to an assignment issued by the Attorney General of Canada in 2007 under s. 3(3) (g) of the *Director of Public Prosecutions Act*. The objective of the NFRP is to enforce sentences by recovering outstanding federal fines ordered against individuals and companies convicted under federal statutes. Federal fines refer to fines levied after a conviction in a court of law for an offence prosecuted by PPSC. When outstanding fines are recovered from convicted individuals or companies, they are remitted to the appropriate provincial court which, in turn, remits the amounts, net of court fees, to the Receiver General of Canada within the Consolidated Revenue Fund (CRF).

Until March 31, 2013, the PPSC had eight regional fine recovery units overseen by a National Headquarters unit. The PPSC spent \$1.7M annually to recover an annual average of \$6.3M between 2008-2009 and 2012-2013 through the efforts of 19 FTEs dedicated to the Program, GST/HST and income tax set-offs, and negotiated payment agreements.

In 2010, the PPSC proposed the outsourcing of the collection of outstanding fines to find efficiencies. The PPSC put in place a new National Fine Recovery Division as of late 2012-2013. The Division within the Quebec Regional Office includes 5 FTEs responsible for the following activities: coordination of national fine recovery related activities; liaison with the private collection agency and the provincial courts; providing the private collection agency's designated coordinator with training on procedures for the recovery of federal fines, a training manual and updates as required, in order to allow the agency to train its personnel accordingly; and insuring that the fine inventory is up to date.

PPSC initiated a Request for Proposal late 2014-2015 to outsource the majority of the collection work handled by the NFRP to private collection agencies. In terms of collections, the PPSC will continue to use the methods provided in accordance with Section 734 of the *Criminal Code* such as civil enforcement, default hearings and GST/HST/income tax set-offs and the private collection agency will be responsible for notification letters; telephone calls; negotiated payment agreements; and follow-up of payment agreements.

PPSC received approval for a special purpose allotment in January 2015 to cover the commissions associated with the collection of outstanding federal fines that will be deposited to the CRF. Documenting and implementing efficiencies within the NFRP process will be key to effectively manage the third-party contract and ensuring that the recoveries are made to the CRF.

16. DESCRIPTION OF RESOURCE CATEGORIES

16.1. Project Manager/Leader

Manages the project team during the planning, implementation and reporting phases of the audit Work. Ensures that resources are made available and that the project is developed and is fully implemented within agreed time, cost and performance parameters of the Contract. Determines budgetary requirements, the composition, roles and responsibilities and deadlines for the project team. Defines and documents the objectives and scope for the project. Identifies problems impeding successful completion of the project and proposes, develops and implements significantly new or modified audit approaches to solve them. Reports progress of the project to the Project Authority on an ongoing basis and at scheduled points in the life cycle. Meets with auditee management to outline audit objectives and approaches, to gather key perspectives, and



to present audit observations and recommendations. Prepares plans, charts, tables and diagrams to assist in presenting or displaying observations and recommendations

16.2. Senior Auditor

Develops and designs approaches and programs for significant segments of projects. Participates in the development of the overall plan and strategy for specific projects. Carries-out, or supervises auditors and junior auditors in the performance of project tasks according to approved programs or plans. Prepares and presents project observations and recommendations to the Project Manager/Leader for approval. Presents observations and findings from work completed to the Project Authority and to auditees. Drafts and revises audit reports.

16.3. Auditor

Participates in the planning, conduct and reporting phases of projects. Organizes and conducts project tasks according to approved programs or plans. Drafts portions of, or content leading to, drafts and final reports, including audit observations, conclusions and recommendations. Presents oral briefings and debriefings to auditees on assigned segments of projects.

17. SCOPE OF SERVICES

The preliminary scope of this assurance audit covers the processes of the NFRP including the relationship with stakeholders; documenting the process and all relevant controls; and making recommendations on process efficiencies.

Note: For each proposed individual where education criteria have been indicated, the Bidder must provide at a minimum a certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <http://www.cicic.ca/indexe.stm>

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <http://www.cicic.ca/415/credential-assessment-services.canada>

The experience of the proposed resources must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

17.1. Stream 1: Internal Audit Services

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

The range of activities under this stream could include:

- Value-for-money audit;
- Compliance audit;
- Assurance audit;
- Management controls audit;
- Operational audit;
- Horizontal or sectoral audits led by the Comptroller General; and
- Develop audit or assurance methodologies to meet the requirements of the Treasury Board Policy on Internal Audit

Minimum Mandatory Qualifications and Experience for the Resource Categories:

The following are the minimum mandatory requirements that must be met by the Contractor's personnel identified under each applicable resource category for work to be performed under this stream. User



departments cannot reduce these minimum requirements but, if necessary, user departments may increase these requirements at the Request for Proposal (RFP) stage:

Project Manager/Leader

- Education/Professional Qualifications
 - Professional Designation in any one of the following: CA, or CMA, or CGA, or CIA.
- Experience
 - Must have a minimum of six (6) cumulative years experience of audit experience within the last ten (10) years including at least two (2) cumulative years experience in internal audit.

Senior Auditor

- Educational/Professional Qualifications
 - Professional Designation in any one of the following: CA, or CMA, or CGA, or CIA; OR
 - A degree from a recognized university* (see note above), which is relevant to the stream.
- Experience
 - Must have a minimum of three (3) cumulative years of audit experience within the past ten (10) years.

Auditor

- Education/Professional Qualifications
 - Professional Designation in any one of the following: CA, or CMA, or CGA, or CIA; OR
 - a. a degree/diploma from a recognized university* (see note above) relevant to the stream and/or the Statement of Work.
- Experience -
 - Must have a minimum of two (2) cumulative years experience in the audit within the last ten (10) years.

18. TASKS

As part of conducting the review, the Contractor must and not limited to:

4. Update the work plan using the Project Authority's feedback. The updated work plan will be presented to the Project Authority for final approval.
5. Implement the work plan to achieve the objective of the contract. The implementation will consist of the following:
 - c) A review NFRP process and detailed supporting documentation.
 - d) Recommendations on how to improve efficiencies of the NFRP process including strengthening existing controls.
6. Conduct interviews with the key senior executives (Deputy Director of Public Prosecutions, Regulatory & Economic Prosecutions and Management Branch ; CAE, CFO, Chief Federal Prosecutor for the Quebec Regional Office) and with key NFRP employees. Upon discussion with the Project Authority, other interviews with stakeholders and PPSC staff, including senior management, may be conducted.

Upon completion of the review, the Contractor must return to the Project Authority all documentation, including but not limited to drafts (soft and hard copies), etc., used for the review.

19. CLIENT SUPPORT

All work will be carried out in close consultation with the Project Authority.

The Project Authority will provide:

- copies of or access to all NFRP documentation required to conduct the review;
- access to PPSC facilities;
- administrative support such as booking meetings and interviews required to complete the review; and
- a departmental representative (the Project Authority) as a contact throughout the entire duration of the contract.



20. DELIVERABLES

The Contractor will:

4. Provide a briefing within 6 weeks of contract award to serve as the basis of a closing meeting with the Project Authority. This briefing must include as a minimum a summary of review performed, the basis of the conclusions and an outline of any efficiencies needed including recommendations.
5. Provide status reports to the Project Authority as and when required.
6. Provide a written report within 8 weeks of contract award with a summary of the review performed, the documented NFRP process, the basis of the conclusions and recommendations.

20.1. DELIVERABLES FORMAT

All written materials must be submitted in hardcopy and/or electronic copy, using Microsoft Office, as required by the Project Authority.

21. OFFICIAL LANGUAGES

The Contractor must be able to provide the services and deliverables in both official languages (English and French). They must be able to conduct interviews, review program documentation, and to communicate with key stakeholders in the language of their choice.

22. WORK LOCATION

The work shall be conducted at:

- The PPSC's headquarters facilities located at 160 Elgin Street in Ottawa; and
- The Quebec Regional Office located in Montreal, Quebec.

23. TRAVEL

The Contractor shall be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the current *Treasury Board Guidelines on Travel and Living Expenses*, without any allowance thereon for overhead or profit. Charges for air travel shall not exceed that for economy class. All payments are subject to government audit.

24. CONSTRAINT

The Contractor must:

- not remove any protected document out of PPSC premises. Only those documents approved by the Project Authority will be allowed to be removed by the Contractor out of PPSC's premise. All documentation provided to the Contractor is not to be reproduced in any manner without prior authorization from the Project Authority;
- all documentation and information provided and produced pursuant to this contract shall be considered and will remain the property of the PPSC.
- return all hard-copy and electronic documents and research material used for the external assessment;
- obtain prior approval from the Project Authority or his/her designate before disseminating/distributing any copies of the review produced pursuant to this contract; and
- work undertaken, materials or documentation supplied in the performance of this contract is not to be used by the Contractor for any purpose including advertising or promotional purposes.



ANNEX B BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract and each Task Authorization, if applicable.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Days_worked} = \frac{\text{Hours_Worked}}{7.5_hours_per_day}$$

OVERTIME WORK

All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

A- Contract Period (From contract award to August 7, 2015)

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

1.0 Professional Fees

The Contractor will be paid all inclusive per diem rates as follows:

	STREAM # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Estimated LoE (where applicable)	Total (in Cdn \$)
	Resource Name	A	B	C= A x B
1	Period 1 – Contract Award to August 7, 2015			
1b	Project Manager/Leader		Days	
1c	Senior Auditor		Days	
1d	Auditor		Days	

2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses

For the requirements relative to travel described in the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- d. Work performed within 60km of the Contractor's place of business;



- e. Any travel between the Contractor's place of business and the National Capital Region or Quebec Regional Office, whichever is within 60km; and
- f. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive per diem rates specified in subsection A-1.0 above.

2.2 Canada's Total Liability - Authorized Travel and Living Expenses

1. Canada's total liability to the Contractor under the Contract for authorized travel and living expenses must not exceed \$ _____ (*insert amount at contract award*). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability for travel and living expenses being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.0 Total Estimated Cost- Contract Period (1.0 + 2.0): \$ _____ (*insert amount at contract award*)

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

	STREAM # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Estimated LoE (where applicable)	Total (in Cdn \$)
	Resource Name	A	B	C= A x B
1	Period 1 – August 8, 2015 to December 4, 2015			
1b	Project Manager/Leader		Days	
1c	Senior Auditor		Days	
1d	Auditor		Days	



ANNEX C SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat Common PS SRCL#19
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch	
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 Professional Services - Standing Offers and Supply Arrangements		
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 courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie 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"/>	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"/>	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 <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC 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 UNCLASSIFIED
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#19
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non Yes / Oui

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 / Non Yes / Oui

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

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input checked="" 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 sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui
 No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

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 / Non Yes / 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 / Non Yes / 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 serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / 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?

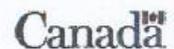
No / Non Yes / Oui

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 / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
--





Contract Number / Numéro du contrat
Common PS SRCL#19
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding 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 sauvegarde 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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL 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 » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL 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 » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D NON DISCLOSURE AGREEMENT

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

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

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

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

Signature

Date



ANNEX E

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from Public Prosecution Services of Canada (PPSC) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, PPSC will send the following information by e-mail: amount of payment, date of payment, invoice number, PPSC reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with PPSC, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with PPSC, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the PPSC's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrollment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that PPSC can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that PPSC can send e-mail notices and confirm receipt of payment.



Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0		Cheque No. N° de chèque 0000000
Pay to the order of Payez à l'ordre de	"Void" «Nul»	
	\$	
	Dollars	
	Signature	
"000"	"00000"000	000000"0
Transit No. N° de la succursale	Bank No. N° de l'institution financière	Account No. N° du compte

If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR PUBLIC PROSECUTION SERVICES OF CANADA ONLY

This section is strictly reserved for PPSC's use only.

SENDING YOUR REQUEST TO PUBLIC PROSECUTION SERVICES OF CANADA

Please send the duly completed form with **original signature(s)** to the following address:

Public Prosecution Services of Canada
Financial Accounting
284 Wellington Street
Place Bell - 8th Floor
Ottawa, ON
K1A 0H8

Please write the following on the envelope: **"To be opened by addressee only!"**



The information is required by Public Prosecution Services of Canada for the purpose of collecting data to permit electronic payments. This information will be protected under the provisions of the *Privacy Act*.

- IMPORTANT**
- ➔ Must be a Canadian recipient holding a bank account in Canadian \$.
 - ➔ For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees.
 - ➔ Note that Direct Deposit payments carry no stub information.

1 - TYPE OF REQUEST

- New request ➔ Direct Deposit (DD) Electronic Data Interchange (EDI)
- Change ➔ to banking information (provide a new blank cheque)
➔ from Direct Deposit (DD) to from Electronic Data Interchange (EDI) to **Electronic Data Interchange (EDI)** **Direct Deposit (DD)**
- Cancel electronic payment and **revert to cheques**

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)

Address		Name of Payment Contact (please print)	
City	Province	Postal Code	E-mail for Payment Notifications (please print)
Telephone		Fax	
Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (<i>please print</i>)			Telephone

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

Signature Date Signature Date

3 - BANKING INFORMATION

Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

1 Branch Number (transit)	2 Financial Institution Number	4 Name(s) of Account Holder(s)
3 Account Number		

If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.

5 Financial Institution Name, Address and Telephone Number	7 Financial Institution Stamp
6 Signature of Financial Institution Representative	

4 - FOR PUBLIC PROSECUTION SERVICES OF CANADA

PROCESSED BY	➔ Name (please print)	Vendor Code	
Signature		Date	
VERIFIED BY	➔ Name (please print)	Signature	Date
<input type="checkbox"/> Payment Method Changed			