

RETURN BIDS TO :

**RETOURNER LES
SOUMISSIONS À:**

139 Northfield Drive West, Waterloo, ON,
N2L5A6

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: The Federal Economic
Development Agency for Southern Ontario
(FedDev Ontario)

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: L'Agence fédérale de
développement économique pour le Sud
de l'Ontario (FedDev Ontario)

Nous offrons par la présente de vendre à Sa Majesté
la Reine du chef du Canada, aux conditions énoncées

Instructions : See Herein

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)

Comments - Commentaires

**This document contains a Security
Requirement**

Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution

The Federal Economic Development
Agency for Southern Ontario
139 Northfield Drive West, Waterloo, ON,
N2L5A6

Title – Sujet	
Solicitation No. – N° de l'invitation FDO401515	Date
Client Reference No. – N° référence du client	
GETS Reference No. – N° de reference de SEAG -	
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le Thursday March 3, 2016	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à:	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone :	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	

Instructions: Voir aux présentes

Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
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 (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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TITLE

Bid solicitation # 401515 issued under the framework of the Professional Audit Support Services Supply Arrangement (PASS SA), for the provision of the following professional services: Recipient/Contribution Agreement Audit.

PART 1 – GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial 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, Confidentiality Agreement, Information – Ontario Labour Legislation, Pricing Schedule, Technical and Financial Criteria, Additional Certifications Precedent to Contract Award, Additional certifications Required with the Bid.

The Annexes include: the Statement of Work, Basis of Payment, Security Requirements Check List, Insurance Requirements, Task Authorization Form, Sample MS Office Excel Spreadsheet for Period Usage Reports – Contracts with TAs.

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.

1.2 Summary

1.2.1 The Federal Economic Development Agency for Southern Ontario seeks to establish a contract(s) under the Professional Audit Support Services (PASS) Supply Arrangement, under the following Streams:

- 8. Recipient/Contribution Agreement Audit.

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Canada is seeking to establish up to 3 contracts for Recipient/Contribution Agreement Audit as defined in Annex "A", Statement of Work, and to be provided under the Contract, on an "as and when requested" basis only, for 2 years and three (3) one-year option periods for The Federal Economic Development Agency for Southern Ontario

The estimated aggregate value of this requirement is \$2,000,000 (including HST and all applicable travel and related expenses) over the initial contract period including the three (3) one-year option periods.

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

1.2.3 The resulting Contracts are not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.3 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.

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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(s) of the PASS SA:

Work Stream 8: Recipient/Contribution Agreement Audit.

Altis Human Resources (Ottawa) Inc.
BDO Canada LLP
Deloitte LLP
Ernst & Young LLP
KPMG LLP
Meyers Norris Penny
Pricewaterhouse Coopers LLP
Raymond Chabot Grant Thornton Consulting Inc.
Samson & Associates CPA/Consultation Inc.
Samuel C. Young Professional Corporation
Spearhead Management Canada Ltd.
Welch & Company LLP Chartered Accountants

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PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) [Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

A7035T (2007-05-25) List of Proposed Subcontractors

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

2.2 Submission of Bids

Bids must be submitted only to the Federal Economic Development Agency via email at Shazeen.Dhanani@Canada.ca 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 will not be accepted.

2.2.1 Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in Attachment 1 to Part 2, Confidentiality Agreement, before being given access to such information. The confidentiality agreement should be submitted to the Federal Economic Development Agency via email at Shazeen.Dhanani@FedDevOntario.gc.ca

2.3 Former Public Servant

Option 1:

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

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writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, [the Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

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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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Option 2:

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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:

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- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant (FPS) 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; and
- (b) date of termination of employment or retirement from the Public Service.

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

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

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;

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- (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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Inquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

2.6 Basis for Canada's Ownership of Intellectual Property

The Federal Economic Development Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

Section 6.4.1 of the exceptions to contractor Ownership (Treasury Board Secretariat (TBS) policy) – The nature of the work and all deliverables are to generate knowledge and information for public dissemination

2.7 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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2.8

ATTACHMENT 1 TO PART 2, CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED
BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES

The description of the requirement of bid solicitation No. 401515 contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

_____ (the Supplier) agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above; and
- (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Supplier; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Supplier's legal name

Signed by its authorized representative

Date

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid [4 hard copies and 1 electronic copy on a CD or USB storage device]

Section II: Financial Bid [1 hard copy]

Section III: Certifications [1 hard copy]

Section IV: Additional information [1 hard copy]

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- A.** 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.
- B.** Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

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C. When preparing their financial bid, bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

D. Payment of Invoices by Credit Card

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid, after having completed it (as applicable).

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

Option 1:

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

The following credit card(s) will be accepted:

- VISA
- MasterCard.

Option 2:

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

Section III: Certifications

In Section III of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation.

Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also 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 their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
 - a) the name of each individual who will require access to classified or protected information, assets or sensitive work sites; and
 - b) for each proposed location of work performance or document safeguarding, the address containing the information below.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

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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 volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule 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

	WORKSTREAM #	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 – April 1, 2016 – March 31st, 2017			
1a	Partner/Managing Director		3 Days	
1b	Project Manager/Leader		10 Days	
1c	Senior Auditor		15 Days	
1d	Auditor		10 Days	
1e	Junior Auditor		1 Day	
1f	Audit Support Specialist		1 Day	
	Total Period 1:			
1	Period 2 – April 1, 2017 – March 31st, 2018			
2a	Partner/Managing Director		3 Days	
2b	Project Manager/Leader		10 Days	
2c	Senior Auditor		15 Days	
2d	Auditor		10 Days	
2e	Junior Auditor		1 Day	
2f	Audit Support Specialist		1 Day	
	Total Contract Period 1:			
3	Optional Period – April 1st, 2018 – March 31st, 2019			
3a	Partner/Managing Director		3 Days	
3b	Project Manager/Leader		10 Days	
3c	Senior Auditor		15 Days	
3d	Auditor		10 Days	
3e	Junior Auditor		1 Day	
3f	Audit Support Specialist		1 Day	
	Total Optional Period 1:			
4	Optional Period – April 1st, 2019 – March 31st, 2020			
4a	Partner/Managing Director		3 Days	
4b	Project Manager/Leader		10 Days	
4c	Senior Auditor		15 Days	
4d	Auditor		10 Days	
4e	Junior Auditor		1 Day	

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4f	Audit Support Specialist		1 Day	
			Total Optional Period 2:	
5	Optional Period – April 1st, 2020 – March 31st, 2021			
5a	Partner/Managing Director		3 Days	
5b	Project Manager/Leader		10 Days	
5c	Senior Auditor		15 Days	
5d	Auditor		10 Day	
5e	Junior Auditor		1 Days	
5f	Audit Support Specialist		1 Day	
			Total Optional Period:	
6	Evaluated Price (GST/HST excluded): (i.e., sum of: Total Period 1 + Total Optional Period)		\$ _____	
7	GST or HST Insert GST or HST amount, as applicable:			GST: HST:

8. **Estimated travel and living expenses:** Initial contract period 1 and 2 (\$5,000), optional period 1 (\$5,000), optional period 2 (\$5,000), optional period 3 (\$5,000)

Bidders should strongly consider assigning this requirement to the listed vendor's Waterloo or closest qualified regional office. Feddev will not pay travel cost for regular commute between Ottawa and Waterloo.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

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PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or

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- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.1.2 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.3 Point Rated Technical Criteria

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

4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor 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.

Refer to Attachment 1 to Part 4.

4.2 Basis of Selection

4.2.1. Lowest Evaluated Price Per Point

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all 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.

4.2.1.2 Bids not meeting 4.2.1.1 (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.

4.2.1.3. The responsive bids will be ranked in descending order of the overall scores obtained for all the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked first. Any responsive bid obtaining an overall score for all these technical criteria that does not fall within 10 percent of the overall score obtained by the responsive bid ranked first will be declared non responsive and will be set aside. The evaluation of the remaining responsive bids will continue as per paragraphs 4.2.1.4 and 4.2.1.5 of this clause.

4.2.1.4. The evaluated price per point of a responsive bid will be determined by dividing its evaluated price by the overall score it obtained for all the point rated technical criteria detailed in Attachment 1 to Part 4.

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4.2.1.5. The responsive bids will be ranked in ascending order of evaluated prices per point; the responsive bid with the lowest evaluated price per point being ranked first. Of the highest ranked responsive bids in ascending order of evaluated prices per point, up to "3" will be recommended for award of a contract. In the event two or more responsive bids have the same lowest evaluated price per point, these bids will be ranked in descending order of the overall scores obtained for all the technical evaluation criteria subject to point rating detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by the lowest evaluated price per point,

Basis of Selection – Lowest Evaluated Price Per Point			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	P3: C\$50,000
Calculations Total cost (including option periods)/Total points achieved	60,000/120 = \$500	55,000/98 = \$561.22	50,000/82 = \$609.76

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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.

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Mandatory Technical Criteria				
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder, its affiliates, employees and sub-contractors will be considered.				
The Bidder				
The Bidder's Proposed Resources				
Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	The Bidder must submit detailed CVs for each of the proposed resources 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>			
MT2	<p>The Bidder must propose one (1) resource per category. If more than one resource is proposed, Resources will be evaluated in order of presentation if more than the minimum are proposed only the first will be evaluated.</p> <p>A resource cannot be proposed for more than one resource category.</p> <p>The request for audit support specialist will be addressed at the Task Authorization stage.</p>			
MT3	<p>The Bidder must certify that they have in place, and will use in delivering the requirement as outlined in the RFP, a quality assurance process that will ensure that audits are conducted in accordance with standards as provided by Canada. For example, the Treasury Board of Canada Secretariat's <i>Guideline on Recipient Audits Under the Policy on Transfer Payments and the Directive on Transfer Payments</i> and Generally Accepted Auditing Standards (GAAS) require that audit conclusions are reasonable and evidence based; and Working papers are professionally cross-indexed.</p> <p>Quality assurance throughout the projects takes into account quality in:</p> <ul style="list-style-type: none"> • Planning and execution of the project • Supervision of the work • Deliverables at each step of the project 			

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Point Rated Technical Criteria

Each point rated technical criterion should be addressed separately. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

The following rating scheme (Table 1) will be used to evaluate the Point Rated Technical Criteria.

TABLE 1	
Rating Scheme for evaluation of the Point Rated Technical Criteria	
0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.
1	Information provided demonstrates a minimal understanding that is relevant to the stated criteria. Bidder receives 10% of the available points for this element.
3	Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 30% of the available points for this element.
5	Information provided demonstrates understanding for most but not all of the elements of the rated criteria. Bidder receives 50% of the available points for this element.
8	Information provided demonstrates full understanding that is relevant to all of the elements of the rated criteria. Bidder receives 80% of the available points for this element.
10	Rated criteria is dealt with in depth , information provided demonstrates a full range of in-depth understanding of all of the elements of the rate criteria. Bidder receives 100% of the available points for this element.

TABLE 2			
Point Rated Technical Criteria (RT)			
Number	Point Rated Technical Criterion	Required Minimum Number of Points	Maximum Number of Points
RT1	<p>Approach and Methodology to Recipient Audit</p> <p>Based on the Statement of Work attached as Annex "A" and guided by the bid evaluation criteria outlined below, the Bidder should clearly describe its approach and methodology on planning and executing a Recipient Audit:</p> <p>Points will be allocated as follows:</p> <p>a) Contractor's professional internal audit practice</p>	21 points	30 points

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	<p>Elements</p> <ul style="list-style-type: none"> • Organization chart (reporting structure, responsibility matrix, seniority hierarchy) • Delivery model • Range of functional capability, <i>particularly with respect to recipient audits</i> <p>Up to a maximum of 10 points</p> <p>b) <u>Approach and methodology</u> in compliance with Federal Government Recipient Audit directives, Federal Government Internal Audit standards including Institute of Internal Audit (IIA) standards</p> <p>Fully compliant 10 points</p> <p>Compliant with variations 5 points</p> <p>Not compliant 0 points</p> <p>Up to a maximum of 10 points</p> <p>c) Effectiveness of the Bidder's proposed approach to <u>quality control</u> throughout all three audit phases of planning, execution and report (Recipient Audit quality controls).</p> <p>Up to a maximum of 10 points</p> <p>Notes: The Bidder must avoid simply re-stating the Statement of Work.</p> <p>The Bidder must demonstrate linkages to other relevant bid evaluation criteria/criterion where appropriate.</p> <p>Refer to section 12 of the SOW: Elements of an Audit Approach and Methodology.</p> <p>Also refer to TBS <i>Guideline on Recipient Audits under the Policy on Transfer Payments and the Directive on Transfer Payments</i>, and TBS – Internal Audit Policy Suite 2009</p>		
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RT2	<p>Project Work Plan</p> <p>The Bidder's project work plan that they would use or have used to conduct a recipient audit. The project work plan should factor all personnel categories outlined in this RFP in their proposed work plan;</p> <ul style="list-style-type: none"> - include relevant and appropriate assumptions - typical chronological steps to complete the engagement, timelines in days - identify resources and their roles - similar in scope to Statement of Work <p>Points will be allocated as follows:</p> <p>a) Outlines a clear and appropriate project schedule (level of effort, deliverables, tasks and critical path) with appropriate project assumptions clearly stated;</p> <ul style="list-style-type: none"> • Similar in scope to SOW (size of audit, subject and nature) • Identified level of effort (typical chronological steps to complete the engagement, timelines in days) • Identified deliverables • Identified tasks • Identified critical path • Identified appropriate and relevant project assumptions <p>Up to a maximum of 10 points</p> <p>b) Outlines clear and appropriate Audit phases</p> <ul style="list-style-type: none"> • Planning (detailed and relevant) • Examination (detailed and relevant) • Reporting (detailed and relevant) • In line with Annex A - Statement of Work; and • In line with TBS <i>Guideline on Recipient Audits Under the Policy on Transfer Payments and the Directive on Transfer Payments</i> <p>Up to a maximum of 10 points</p>	21 points	30 points
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	<p>c) Roles and responsibilities assigned to each resource</p> <ul style="list-style-type: none"> • Identifies resources and their respective roles • Roles assigned to appropriate team members are relevant, appropriate and in line with the requirement outlined in the SOW • Task assigned to each team member are in line with their role and the three audit phases • Level of effort assigned to each assigned resource is in line with the requirement outlined in the SOW • Quality assurance activities done that ensured a quality audit was completed • In line with Annex A - Statement of Work • In line with TBS <i>Guideline on Recipient Audits Under the Policy on Transfer Payments and the Directive on Transfer Payments</i>; and • In line with the PASS SA <p>Up to a maximum of 10 points</p> <p>Notes: The Bidder must avoid simply re-stating the Statement of Work.</p> <p>The Bidder must demonstrate linkages to other relevant evaluation criteria/criterion where appropriate.</p> <p>Refer to section 13 of the SOW: Elements of an Audit Project Plan.</p> <p>Also refer to TBS <i>Guideline on Recipient Audits Under the Policy on Transfer Payments and the Directive on Transfer Payments</i>, and TBS – Internal Audit Policy Suite 2009.</p>		
	<p>Total of all the Point Rated technical criteria Minimum required score is 70% for criterion RT1 and RT2</p>	42 points	60 points

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PART 5 – CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Certifications Precedent to Contract Award, includes a copy of the certification.

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

1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. 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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder 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]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

or

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

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or

- () B2. The Bidder is a Joint venture. **Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.**

1. Status and Availability of Resources

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

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

2. Education and Experience

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

When applicable:

When applicable, each individual proposed with a university or college degree, must possess, 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: [The Canadian Information Centre International Credentials \(CICIC\)](#)

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PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.1.1 At the date of bid closing, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements 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;

6.1.2 For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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PART 7 – RESULTING CONTRACT CLAUSES

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

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually."

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A, and the Contractor's technical bid entitled _____, dated _____.

7.1.1 Optional Goods or Services, or both

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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.

7.1.2 Task Authorization

- A.** Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".
- B.** With respect to the Work mentioned under paragraph A of this clause,
1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
 2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
 3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
 4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
 5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form An authorized TA is a completed Annex D signed by the TA Authority.

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C. TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of the contract value, applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit, or any revision to any previously authorized TA the applicable Contract basis of payment of which is firm lot price must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs) not being exceeded.

E. Multiple contracts

As more than one contract has been awarded this requirement specified in the Statement of Work, in Annex A, a request to perform a task will be sent in accordance with paragraph F of this clause to the first ranked contractor in the Contractors' order of ranking below. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under one or more than one authorized TA, the request to perform a task will be forwarded to the next highest ranked contractor in the Contractors' order of ranking until another contractor in the ranking can perform the task. If no contractor in the ranking can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor in the ranking may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

(To be completed at contract award - insert, the applicable option:

(insert number) contracts were awarded as a result of PWGSC bid solicitation number: 401515. The Contractors' order of ranking is as follows:

(To be used if three compliant bids are received)

- Ranked first: _____ (45% of total value of contract)
- Ranked second: _____ (30% of total value of contract)
- Ranked third: _____ (25% of total value of contract)

(To be used if two compliant bids are received)

- Ranked first: _____ (55% of total value of contract)
- Ranked second: _____ (45% of total value of contract)

(To be used if one compliant bid is received)

- Ranked first: _____ (100% of total value of contract)

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F. TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D Task Authorization Form containing as a minimum:

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task "and, as applicable, the associated schedule of milestones

G. Within 3 calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task; a breakdown of that cost in accordance with Annex B and; for each resource proposed by the Contractor for the performance of the work required who is not identified under the Specific Person (s) clause of the contract.

2.

and; for each resource proposed by the Contractor for the performance of the Work required:

the name of the proposed resource;

the resume of the proposed resource; and

a demonstration that the proposed resource meets :

the Contract security requirements; and

a proposal how they propose carry out the work in accordance with the TA and Statement of Work outlined in Annex A

H. TA Authorization

1. The TA Authority will authorize the TA based on:

- the request submitted to the Contractor pursuant to paragraph F of this clause;
- the Contractor's response received, submitted pursuant to paragraph G of this clause; and
- the agreed total estimated cost for performing the task or, as applicable, revised task and the breakdown of that cost per milestone contained in the Schedule of Milestones.

2. The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph G.3 of this clause.

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3. The authorized TA will be issued to the by mail or by facsimile. The original version will follow by mail or by email (as an email attachment in PDF format). The original version will follow by mail.

I. Minimum Work Guarantee - All the Work - Authorized TAs

1. "Maximum Contract Value" means the sum specified in Contract clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs; and "Minimum Contract Value" means of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

J. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

A sample MSOffice spreadsheet containing the data elements contained in paragraphs J.3 and J.4 of this clause is provided in Annex E

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3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total cost incurred and invoiced for the task (as last revised,as applicable), Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced;
 - the total amount paid, Applicable Taxes included;
 - the start and completion date of the task (as last revised, as applicable); and
 - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (Applicable Taxes extra) specified in clause 7.6.2, Canada's Total Liability Cumulative Total of all Authorized TAs, as last amended;
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

7.2 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.

7.2.1 General Conditions

2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

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Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.3 Security Requirement

7.3.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET** with approved Document Safeguarding at the level of **SECRET**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.3.2 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 **RELIABILITY/CONFIDENTIAL** or **SECRET** granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.3.3 The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, or store any sensitive **CLASSIFIED** information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **SECRET**.

7.3.4 Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

7.3.5 The Contractor must comply with the provisions of the:

- a) Security Requirements Checklist (SRCL), described below;
- b) Industrial Security Manual (Latest Edition)

NOTE: There are multiple levels of personnel security restrictions associated with this file. In this instance, a Security Classification Guide should be added to the SRCL clarifying these restrictions. The Security Classifications Guide is normally generated by the organization's project authority and/or security authority.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of April 1, 2016 to March 31, 2018

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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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.

7.4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shazeen Dhanani

Title: Procurement Officer

The Federal Economic Development Agency for Southern Ontario

E-mail address: Shazeen.Dhanani@Canada.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.

7.5.2 Project Authority

The Project Authority for the Contract is: *(To be inserted at Contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ___- ___- ___

Facsimile: ___- ___- ___

E-mail address: _____

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

7.5.3 Contractor's Representative

To be inserted at Contract award

7.6 Payment

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7.6.1 Basis of Payment

The following basis of payment will form part of the approved TA

7.6.1.1 Authorized TA

Firm Lot Price TA

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the basis of payment cost elements in Annex B Customs duties are included and Applicable Taxes are extra.

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

TA subject to a Limitation of Expenditure

When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

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

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7.6.2 Canada's Total Liability

Cumulative Total of all authorized TAs

- A. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____ (*insert amount at contract award*). Customs duties are included and the Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:
1. when it is 75 percent committed, or
 2. four (4) months before the Contract expiry date, or
 3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure [contract clause ____ (*complete*), TA subject to a Limitation of Expenditure],
- whichever comes first.
- D. 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.

7.6.3 Method of Payment

One, several or all of the following methods of payment will form part of the approved TA:

Firm Lot Price TA

For the Work specified in an approved firm lot price TA:

Limitation of Expenditure TA

For the Work specified in an approved TA subject to a limitation of expenditure:

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

or

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Milestone Payments (H3010C) with no holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

or

Monthly Payments

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

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

7.6.4 SACC Manual Clauses

C0305C (2008-05-12), Cost Submission

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

A9116C (2007-11-30), T1204 Information Reporting by Contractor

7.6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7.7 Invoicing Instructions

1. In the case of a milestone or a progress payment, the Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for progress payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) a list of all expenses;
- (d) expenditures plus pro-rated profit or fee;
- (e) the description and value of the milestone claimed as detailed in the Contract.

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Each claim must be supported by:

- (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - (c) a copy of the monthly progress report.
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

7.1.1 Additional Invoicing Instructions

1. An invoice for a single payment *OR* a monthly payment cannot be submitted until all Work identified on the invoice is completed.
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.
3. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the following address for certification and payment: as appearing on the front page of the contract; and,
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under article 5 of the Contract entitled "Authorities".

7.8 Certifications

7.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with

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any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9 Applicable Laws

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

7.10 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 supplemental general conditions 2012-07-16
- (c) the general conditions 2035 (2015-07-03) General Conditions - Higher Complexity - Services;
- (d) Annex A Statement of Work;
- (e) Annex B Basis of Payment;
- (f) Annex C Security Requirements Check List ;
- (g) the signed Task Authorizations (including all of its annexes, if any) and
- (i) the Contractor's bid dated _____ *(Insert date of bid)*

7.11 Foreign Nationals

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

7.12 Insurance

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

7.13 Additional Clauses

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

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ANNEX A, STATEMENT OF WORK STATEMENT OF WORK

1.0 TITLE

Recipient / Contribution Agreement Audit

2.0 OBJECTIVE

The Federal Economic Development Agency for Southern Ontario seeks to award up to three (3) contracts to three separate and distinct firms to work with the Project Authority at the Federal Economic Development Agency for Southern Ontario (FedDev Ontario) in preparing and carrying out recipient audits under the guidance of FedDev Ontario's Risk-Based Audit Framework for Recipients.

Recipient Audit Services

The Project Authority may request a complete team, a partial team, or a single resource to provide the required audit-related support described below. The Contractor and their proposed resource(s) must work with FedDev Ontario's Project Authority to carry out recipient audit work.

3.0 BACKGROUND

3.1 Federal Economic Development Agency for Southern Ontario (FedDev)

In response to the economic challenges faced in southern Ontario, Budget 2009 (Canada's Economic Action Plan (2009) provided \$1 billion over five years (2009/10 to 2013/14) to "support economic and community development, innovation, and economic diversification, with contributions to communities, businesses and non-profit organizations." The Federal Economic Development Agency for Southern Ontario (FedDev Ontario) was launched on August 13, 2009, and is headquartered in Waterloo, Ontario with offices in Peterborough, Toronto and Ottawa.

Economic Action Plan 2013 announced \$920 million in funding to renew FedDev Ontario's mandate and launch the Southern Ontario Prosperity Initiatives and the Advanced Manufacturing Fund. The Agency also launched a renewed Eastern Ontario Development Program.

Since its launch, FedDev Ontario has emerged as a champion for southern Ontario, actively identifying and building on the strengths of the region and working closely with stakeholders, investors and communities to improve local economic conditions and create new opportunities. As a delivery agent of relevant programming and investments, the Agency has helped accelerate the recovery of southern Ontario by bringing products to market faster, improving access to capital, supporting entrepreneurs and building prosperity.

3.2 FedDev Ontario Programs and Initiatives

Southern Ontario Prosperity Initiatives:

Four initiatives form part of the Southern Ontario Prosperity Initiatives: Investing in Regional Diversification (IRD), Investing in Business Growth and Productivity (IBGP), Investing in Business Innovation (IBI), and Investing in Commercial Partnerships (ICP). Each of these initiatives is uniquely designed to help retain, attract and grow businesses in southern Ontario to increase the region's global competitiveness.

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Advanced Manufacturing Fund:

The Advanced Manufacturing Fund promotes continued growth and increased productivity of Ontario's advanced manufacturing sector by supporting large-scale transformative manufacturing activities, advancing adoption of cutting-edge technologies, establishing clusters or global supply chains and fostering collaboration between the private sector and higher education and research institutions.

Economic Development Initiative:

The Economic Development Initiative supports business and economic development activities that encourage sustainable growth in southern Ontario's Francophone communities with community strategic planning, as well as business and economic development activities.

Canada 150 Community Infrastructure Program:

The Canada 150 Community Infrastructure Program supports the rehabilitation, renovation and expansion of existing community infrastructure.

Community Futures Program:

FedDev Ontario works with 36 CFDCs in rural eastern and southern Ontario. CFDCs offer a wide variety of programs and services supporting community economic development and small business growth. In particular, they provide:

- Strategic community planning and socio-economic development;
- Support for community-based projects;
- Business information and planning services; and
- Access to capital for small- and medium-sized businesses and social enterprises.

These community-based, not-for-profit organizations are staffed by professionals and are each governed by local volunteer boards of directors familiar with their communities' needs, concerns and future development priorities.

Eastern Ontario Development Program:

The Eastern Ontario Development Program (EODP) advances economic development in rural eastern Ontario. Through EODP, FedDev Ontario collaborates with Community Futures Development Corporations (CFDCs) in eastern Ontario and the Eastern Ontario Community Futures Development Corporations Network Inc. (EOCFDC Network) to promote the growth of new and existing businesses in rural communities. CFDCs consider eligible project proposals under three streams: business development (Promote growth of new and existing businesses in rural eastern Ontario communities); community innovation (Advance community-led economic development to enhance and diversify local economies); and collaborative economic development projects (projects which promote collaborative economic development leading to a competitive and diversified economy, while contributing to the successful development of business/job opportunities and prosperous communities).

3.3 Recipient Audit Requirement

The Government of Canada is committed to ensuring transfer payments are managed in a manner that respects sound stewardship and attains the highest level of integrity, transparency, and accountability. On October 1, 2008, a new Policy on Transfer Payments was issued by the Treasury Board of Canada, to replace the previous Policy dated June 1, 2000. This new Policy requires, among other things, that transfer payments be managed in a manner that is sensitive to risks and strikes an appropriate balance between control and flexibility. Further updates, effective April 1, 2012, require federal departments and agencies to ensure administrative requirements of recipients, including recipient audits, are proportionate to the risk level associated with the recipient project.

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The Policy on Transfer Payments is accompanied by a Directive on Transfer Payments and Guidelines on Recipient Audits which state that Departmental managers who manage transfer payments are responsible for determining when recipient audits are necessary to complement other departmental monitoring activities and for developing and executing a risk-based plan for these recipient audits, including determining the scope of the audit and the standards to be applied.

The Directive on Transfer Payments also states that proposed recipient audits of a single recipient should be coordinated within the department, and, to the extent possible, with other departments, and that a single recipient audit should be organized whenever feasible.

3.4 Nature of Recipient Audits

A recipient audit is an independent assessment of a funded project carried out to provide assurance that the recipient is in compliance with the terms and conditions of the Contribution Agreement (CA). It is one of the control processes that FedDev Ontario uses to administer stewardship over public funds. Recipient audits also help deter recipients from inappropriate use of funds or careless or inaccurate financial and project reporting. In addition, results from recipient audits may be used to help determine the effectiveness of existing monitoring and claims verification procedures.

A recipient audit may cover financial and non-financial aspects of the recipient's contribution agreement. Activities and items to be reviewed and tested for compliance may include:

- Tasks performed as part of the recipient's project as defined in the Statement of Work section of the recipient's contribution agreement.
- Validity of any reports submitted by the recipient
- Internal controls present in the recipient's project.
- Eligibility of expenditures charged against the recipient's project
- Performance objectives defined in the recipient's contribution agreement.
- Compliance with specific conditions included in the recipient's contribution agreement.

4.0 DESCRIPTION OF RESOURCE CATEGORIES

4.1 Partner/Managing Director:

May be an owner of the firm. The resource exercises project sign-off authority on behalf of the Contractor, and oversees and assures the quality of work of Project Managers/Leaders responsible for individual projects. Negotiates the final agreement for the Work on behalf of the firm. Supervises the creation, development and implementation of significantly new or modified audit approaches to solve problems and obtains approval from the Project Authority for their application. Reports progress of the project on an as needed basis and at key milestones in the life cycle. Meets with senior level auditees, as required, to outline audit objectives and approaches, to gather key perspectives, and to present audit observations and recommendations.

4.2 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

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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.

4.3 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.

4.4 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.

4.5 Junior Auditor:

Conducts assigned tasks. Normally supports resources provided by the Contractor where there is a justified requirement for audit tests or other support activities not requiring the level of qualification or expertise associated with the other resource categories. Does not undertake audit tasks at recipient sites unless accompanied by an auditor or senior auditor.

4.6 Audit Support Specialist:

Provides specialized knowledge and advice in support of the audit work being done by those in one or more professional categories described above. Depending on the nature of the requirement, audit support specialists may include experts in data extraction, data analysis and spreadsheet development statistical sampling, data recovery and reconstruction specialist, engineers, etc. The requirement for audit support specialists must be addressed on a case-by-case basis with, and authorized by, the Contracting Authority, during the Request for Proposal stage in keeping with the Professional Audit Support Services Supply Arrangement.

5.0 SCOPE OF SERVICES

5.1 Work-stream 8: Recipient /Contribution Agreement Audit

The scope is for the services of professionals to provide expert services and advice in support of recipient/contribution agreement audits.

5.2 Minimum Mandatory Qualifications and Experience for the Resource Categories:

Note: When applicable, each individual proposed must possess, 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.

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- 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 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 work-stream.

PARTNER/MANAGING DIRECTOR

Education/Professional Qualifications:

- Professional designation in any one of the following: CA, or CMA, or CGA, or CIA.

Experience:

- Must have a minimum of eight (8) cumulative years of audit experience within the past ten (10) years, including **at least two (2) cumulative years of experience in recipient/contribution agreement audits.**

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 of audit experience within the past ten (10) years, including at least two (2) cumulative years of experience in recipient/contribution agreement audits.

SENIOR AUDITOR

Education/Professional Qualifications:

- Professional designation in any one of the following: CA, or CMA, or CGA, or CIA.

Experience:

- Must have a minimum of three (3) cumulative years of audit experience within the past ten (10) years, OR
- Must have a minimum of three (3) cumulative years in managing transfer payments 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 degree/diploma from a recognized university or college with a specialization in finance, accounting or business.

JUNIOR AUDITOR

Education/Professional Qualifications:

- Must be in the process of obtaining a degree/diploma from a recognized university or college, which is relevant to the work-stream, or in the process of completing an apprentice program that is relevant to the work-stream.

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6.0 TASKS

Following contract(s) award the Project Authority will hold a kick-off meeting with the successful Contractor(s). This meeting will serve to introduce the selected Contractor(s) and the various stakeholders to each other and to make sure that expectations from all parties are clear.

6.1 LEVEL OF ASSURANCE

According to the Treasury Board of Canada Secretariat's Guideline on Recipient Audits, recipient audits can provide any of the following three levels of assurance:

- * An "audit" with high or reasonable assurance;
- * A review engagement with moderate assurance; or
- * Specified auditing procedures with no assurance.

Note that tasks to be performed for a recipient audit will vary according to the level of assurance required. Recipient audits at FedDev Ontario have typically been of the Specified Procedures type; however a higher level of assurance may be required, depending on the particular recipient audit to be performed.

6.1.1 Description of each recipient audit type:

Audit Engagement:

An audit engagement includes such procedures as inspection, observation, enquiry, confirmation, recalculation and analytical procedures.

Audit Review:

A review engagement consists primarily of enquiry, analytical procedures and discussion of information provided by the recipient, with the level of work being less extensive than for an audit.

Specified Audit Procedures

Specified audit procedures are a third option whereby audit procedures are prepared internally by FedDev Ontario and examine the recipient's compliance to both financial and non-financial related clauses of their contribution agreement. These procedures do not result in either an audit opinion or negative assurance but rather provide factual observations related to compliance with certain clauses in a funding agreement.

6.2 SCOPE OF SERVICES

Recipient audits typically involve the following three phases as determined in each Task Authorization:

Phase I – Planning

Phase II - Examination

Phase III – Reporting

6.2.1 Audit Planning Phase

Note that under the Specified Audit Procedures type of recipient audit, the Audit Planning phase would not be performed by the Contractor. FedDev Ontario will supply and review with the Contractor a set of specified audit procedures to be performed.

Tasks (may be comprised, but not limited to):

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- Meet with Project Authority and /or his designate for preliminary discussions and agreement on the approach of the project management methods and audit direction leading to a documented preliminary overview of the audit;
- Develop the terms of reference, in consultation with the Project Authority and /or his designate, including articulation of scope, objectives, background information, methodology (high level), timing and resource requirements;
- Conduct interviews and review documents to identify the risks associated with the achievement of the audit entity's objectives and expected results;
- Document minutes and decisions of meetings;
- Analyze information collected to assess the relative significance of the risks in terms of the likelihood of each risk occurring and its impact, should it occur;
- Determine, on a preliminary basis, whether the auditee management's assertions about controls are likely to prevent or mitigate the occurrence of the risks of greatest concern;
- Consider auditee management reports of events that have exceeded the agreed limits for risk toleration;
- Evaluate and recommend alternative methods of achieving audit objectives;
- Plan to focus engagement (Examination Phase) on testing the adequacy and effectiveness of key controls over areas of greatest risk; and

Based on the risk assessment, the Contractor must:

- As necessary, make recommendations to the Project Authority and /or his designate to refine the audit objectives and/or audit scope;
- Identify audit criteria and sub-criteria to be responded to during the Examination Phase. Audit criteria are defined as reasonable and attainable standards of performance and control against which the audit will assess the adequacy of systems, controls and practices, the effectiveness of operations, and compliance with relevant laws, policies, directives and regulations;
- Ensure that audit criteria will provide a basis for developing audit findings and formulating conclusions;
- Develop Audit Programs to document the audit tests and procedures which will be used during the Examination Phase to gather sufficient audit evidence to enable the audit to arrive at conclusions as to whether the audit criteria have been met. The tests and procedures must be structured and described so that it is clear to which criterion each procedure is directly linked; and
- Develop timeframes for the completion of all audit work to be undertaken during the Examination Phase.

The Contractor prepares a planning report (Audit Planning Document) to articulate the results of the Audit Planning Phase. Composition of the Audit Planning Document is described in the deliverables section of this SOW.

Prior to proceeding to the Examination Phase, the Contractor must clear the Audit Planning Document including Audit Programs with the Project Authority and /or his designate.

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6.2.2 Audit Examination Phase – Tasks (may be comprised, but not limited to):

The Audit Examination Phase will consist of a detailed review and validation of areas of significant risk identified in the Audit Planning Phase. During the Audit Examination Phase, the Contractor must execute the Audit Programs as approved by the Project Authority and /or his designate. The engagement must be performed with proficiency and due professional care to identify, analyze, evaluate, and record sufficient and appropriate information to support audit findings for each audit criterion, and ultimately to achieve the audit objectives.

The Contractor must:

- a) Perform audit related work as and when requested by the Project Authority and /or his designate, as outlined in the approved audit program and as authorized by the Task Authorisation and Project Authority and /or his designate.
- b) Complete the analysis and evaluation of the information (both qualitative and quantitative audit procedures may be utilized) and evidence to meet audit objectives;
- c) Analyze information and prepare written findings/observations and conclusions;
- d) Bring any matters of significance to the attention of the Project Authority and /or his designate throughout the conduct of the audit;
- e) Liaise, coordinate and work with Federal Economic Development Agency for Southern Ontario internal resources;
- f) Develop working papers to support audit evidence;
- g) Prepare Audit Findings Sheets to document the results of applying the audit tests and procedures documented in the Audit Programs. Composition of the Audit Findings Sheets is described in the Deliverables section of this SOW;

Note: Prior to proceeding to the Audit Reporting Phase, the Contractor must clear Audit Findings with the Project Authority and /or his designate, and upon approval by the Project Authority and /or his designate, the Contractor may be required to validate the Audit Findings with appropriate FedDev Ontario management representatives.

6.2.3 Audit Reporting Phase – Tasks (may be comprised of, but not limited to):

The Audit Reporting Phase will formally communicate the audit findings, conclusions and recommendations through the preparation of a Draft [final] Report.

The Contractor must prepare the Draft [final] Report, composition of which is described in the Deliverables section of this SOW. The Contractor must be prepared to discuss the Draft Report with the Project Authority and /or his designate and to make edits following these discussions. All documents related to work in the field (working papers, observations, summary of results etc.) should be cross-referenced to final draft report.

In addition to the final report, the Contractor is required to prepare a one-page audit report for each recipient project. This report will be an abbreviated version of the final audit report describing work performed and any issues that have been identified.

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7.0 CLIENT SUPPORT AND PROJECT MANAGEMENT

At the outset of the contract, the Project Authority and /or his designate from FedDev Ontario will provide relevant background information and access to data. Every attempt will be made throughout the course of the contract to provide additional information requested by the Contractor, if deemed relevant to the project. In addition, the Project Authority and /or his designate will be available to respond to inquiries from the Contractor. The Contractor will be provided with access to the Project Authority and /or his designate and staff as required (minimum weekly) and to necessary documents from relevant working groups/committees as deemed relevant by the Project Authority and /or his designate. FedDev Ontario internal resources will be available as the Project Authority and /or designate deems required.

7.1 Roles and Responsibilities of Required Resources

The Federal Economic Development Agency for Southern Ontario expects that the Contractor will assign the tasks required in this requirement to the appropriate resources as defined in the contract based on the PASS SA.

7.2 Project Management

(i) Introductory Meeting

Prior to initiating a recipient audit, the Project Authority and /or designate from FedDev Ontario will hold an introductory meeting with the Contractor's team. All team members may be required to be in attendance.

(ii) Project Status Report

Throughout each project, the Contractor must provide, at a minimum, a Project Status Report to the FedDev Ontario Project Authority and /or designate on a weekly basis. The Project Status Report must be presented electronically and discussed with the FedDev Ontario's Project Authority and /or designate.

The status update report must include:

- a) A summary of work completed and results achieved since the previous status update;
- b) Level of effort (time) of each member of the Contractor team;
- c) An assessment of actual progress against the project work plan; and
- d) Expectations for the week ahead.
- e) Summary of issues identified to-date during the audit.

8. DELIVERABLES AND ASSOCIATED SCHEDULE

8.1 DELIVERABLES

Depending on the type of recipient audit to be performed (e.g. audit engagement, audit review or specified audit procedures), the following deliverables may be requested:

1. Audit Terms of Reference
2. Audit Planning Document, including Detailed Audit Program(s)
3. Audit Working Papers
4. Audit Reports: (i) Draft [final] Report, and (ii) Audit Report per Recipient
5. Project Status Reports

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8.2 Details of Project Deliverables

8.2.1 Audit Terms of Reference

- Prepare audit terms of reference with the Project Authority and /or his designate.

8.2.2 Audit Planning Document, including Detailed Audit Program(s) (Note: Not required under Specified Audit Procedures)

The Contractor must prepare an Audit Planning Document to demonstrate and communicate the results and decisions of the Audit Planning Phase, as follows:

- Background - including the objectives of the area or process subject to audit, key laws, regulations, policies, and guidelines; the auditor's understanding of the relevant departmental processes; and any additional information to communicate appropriate yet concise context to the reader;
- Risk assessment that outlines potential risk associated with the area or process subject to audit;
- Audit Objective – as defined by the Project Authority and /or his designate, refined as necessary;
- Scope – the areas, activities, systems, or processes to be examined;
- Issues – the risk-ranked significant audit engagement issues with reasons (rationale) for pursuing or not pursuing them (e.g. control weaknesses identified during the Audit Planning Phase);
- Approach and Methodology – a high-level description of the audit steps to be completed during the Examination Phase;
- Criteria – audit criteria and sub-criteria, as appropriate, against which assessments will be made;
- Appendix - Detailed Audit Program(s) (anticipated audit steps) – the audit tests and procedures to be used during the Examination Phase linked to related audit criteria and Checklists. The Detailed Audit Program and Audit Finding Sheet template below must be used by the Contractor; and
- Appendix - Statistical Methodologies (if applicable) – a detailed description of any statistical sampling methodologies used, including descriptions of populations from which samples are drawn and statistical tests used to validate audit samples, and a description and sampling results.

The Audit Planning Document will be due at the end of the Audit Planning Phase. It must be provided in both paper and electronic (Microsoft Word) formats. The Audit Planning Document must be approved by the Project Authority and/or his designate prior to commencement of the Audit Examination Phase.

8.2.3 Audit Working Papers

The Audit Working Papers will document the engagement's results. The Audit Working Papers must provide reliable audit evidence to support the audit's findings and conclusions; must document all relevant facts, data, and audit processes; and must be well organized, easy to navigate, and appropriately cross-referenced. The Audit Working Papers must include all relevant Deliverables prepared during the Planning and Examination Phases of the audit, as well as all documents prepared or gathered as evidence in support of audit findings, conclusions and recommendations.

The Audit Working Papers may be a combination of paper and electronic files; though where possible electronic format should be used. English should be the primary language; however, documentation available only in French is also acceptable.

Relevant Audit Working Papers must be made available to the Project Authority and /or his designate at the end of the Examination Phase to permit review and validation of the information gathered in support of Audit Findings Sheets. The complete Audit Working Papers will be due upon completion of the Audit Reporting Phase.

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8.2.4 Draft [final] Report

The Draft [final] Report must include the following sections:

- a) Background
- b) Audit Objectives
- c) Audit Scope
- e) Approach and Methodology
- f) Summary Table of Observations per Recipient
- g) Observations with Recommendations

The Draft [final] Report will clearly identify risks and opportunities for improvement to be addressed by FedDev Ontario management. The Draft [final] Report will be due near the end of the Audit Reporting Phase and must be approved by the Project Authority and /or his designate.

8.2.5 One-page Final Audit Report per Recipient

In addition to the final report, the Contractor is required to prepare a one-page audit report for each recipient project. This report will be an abbreviated version of the final audit report describing work performed and any issues that have been identified.

8.2.6 Project Status Reports

Throughout the project, the Contractor must submit a Project Status Report on a weekly basis to the Project Authority and /or designate electronically. The composition of the Project Status Reports is described in Section 7.0 Client Support and Project Management of this SOW.

9.0 OFFICIAL LANGUAGES

The Contractor must be capable of providing resources with the ability of conducting interviews, reading and analysing documents in both Official Languages (English & French).

10.0 WORK LOCATION

The Contractor must work on site or off site as indicated in the respective Task Authorization (TA) but must, regardless of work location, be required to attend meetings, consult and review documentation with the Project Authority and /or designate and Departmental staff as required. The Project Authority and /or designate will work with the Contractor to arrange suitable facilities when required.

Meetings with Federal Economic Development Agency for Southern Ontario may be required at the Agency's Headquarters in Waterloo, Ontario.

11.0 TRAVEL REQUIREMENTS

The Federal Economic Development Agency for Southern Ontario is a regional organisation and travel will be required. Federal Economic Development Agency for Southern Ontario Offices are in the following locations:

- Waterloo - Headquarters
- Toronto
- Ottawa
- Peterborough

The Contractor will be required to visit the location of recipients within southern Ontario. Contractors should strongly consider assigning this requirement to the listed vendor's Waterloo or closest qualified

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regional office. FedDev Ontario will not pay travel cost for regular commuting between Ottawa and FedDev Ontario's Waterloo headquarters.

12.0 ELEMENTS OF AN AUDIT APPROACH AND METHODOLOGY

Audit Approach and Methodology may contain but is not limited to:

Risk-based audit program
Kick off meeting
Clarify roles of various parties
Analysis of risk
Documentation of key controls
Sampling strategy
Resource utilization
Approval of audit program
Link to Terms of Reference
Appropriate balance between substantive and compliance testing
Analysis of trends, metrics for background
Structured working papers
Determine need for additional testing
Confirm findings with PA and Auditee
Finding sheets – criteria, condition, cause, effect, recommendation
QA throughout process and by Partner
Government of Canada Standards, IIA standards
Well documented minutes, notes, analysis, logic and rationale
Reports concise and strategic
Practical recommendations
Best practice and suggestions
Firm QA before submission of report
PA review of report and changes made as required
Lessons learned debrief

13.0 ELEMENTS OF AN AUDIT PROJECT PLAN

Audit Project Plan may contain but is not limited to:

Project Plan Structure
<ul style="list-style-type: none"> • Clear project schedule <ul style="list-style-type: none"> ○ Key tasks identified ○ People identified ○ Start and end dates ○ Resource levels
<ul style="list-style-type: none"> • Relevant and feasible <ul style="list-style-type: none"> ○ All steps are relevant to audit work ○ Possible to complete
<ul style="list-style-type: none"> • Standard and typical assumption <ul style="list-style-type: none"> ○ Access to appropriate personnel ○ Receive documentation in timely fashion ○ Access to systems provided ○ Interview duration ○ Feedback sessions duration

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<ul style="list-style-type: none"> ○ Key documents – English only ○ Travel separate if required by Project Authority
Roles and Responsibilities
<ul style="list-style-type: none"> • Clearly defined • Specific to each team member • Appropriate and relevant • Project Baselines • Relevant level of effort • Appropriate schedule • Tasks, deliverables and estimates in a calendar • Shows which resource is doing which tasks • Time expected for each task • Task start and end dates • Dependent tasks identified • Dependencies are relevant and appropriate • Critical path identified • Method to manage and communicate variances • Manage the review and approval process for modifying the baselines
Planning
<ul style="list-style-type: none"> • Initial meeting with Project Authority <ul style="list-style-type: none"> ○ Confirm requirements and objectives ○ Confirm approach, roles, timeframes, and assumptions. ○ High level schedule of audit phases ○ Identify and gather background documentation ○ Establish reporting template ○ Frequency of status reporting • Review key background documentation • Kick-off meeting with auditees • Preliminary interviews • Analysis of risk related to completion of the recipient audit • Determine relevant audit techniques • Prepare audit program aligned with Terms of Reference • Develop testing approach for each criteria • Develop audit tools • Seek approval of audit plan by Project Authority
Key Documents
<ul style="list-style-type: none"> • Terms of reference • Audit planning phase report (Key component being project specific risk assessment) • Audit program • Audit tools • Quality Assurance Checklist • Use time reporting tool • Regular status updates
Examination
<ul style="list-style-type: none"> • Carry out audit program • Complete analysis • Bring significant matters to the Project Authority throughout

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• Liaise, coordinate and work with Agency staff
• Develop working papers to support conclusions
• Document preliminary findings
• Quality Assurance Checklist
Key documents
• Finding sheets
• Preliminary findings for presentation/validation
• Regular status reports on progress
• Quality Assurance Checklists
• Working papers evidence to support finding sheets
Reporting
• Storyboarding for themes
• Strategic value-added recommendations
• Draft report cross-referenced
• Auditee debriefings
• Solicit feedback
• Finalize audit report
Key documents
• Draft audit report
• Final audit report
• One page final report per recipient
• Indexed working papers
• Regular status reports

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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:

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

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 April 1, 2016 to March 31, 2018)

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 fixed time rates as follows:

	STREAM # 8	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	LoE (where applicable)	Total (in Cdn \$)
	Resource Name	A	B	C= A x B
1	Period 1 – April 1, 2016 to March 31, 2017			
1a	Partner/Managing Director		Days	
1b	Project Manager/Leader		Days	
1c	Senior Auditor		Days	
1d	Auditor		Days	
1e	Junior Auditor		Days	
	Total Contract Period 1:			\$
2	Period 2 – April 1, 2017 to March 31, 2018			
2a	Partner/Managing Director			
2b	Project Manager/Leader			
2c	Senior Auditor			
2d	Auditor			
2e	Junior Auditor			
	Total Contract Period 2:			\$

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For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$ _____

2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

Concerning the requirements 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 done, delivered or performed outside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](#), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>), 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".

Canada will not accept travel and living expenses for:

- a. Work 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: [Department of Justice](#);
- b. Any travel between the Contractor's place of business and the NCR; 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.

All travel must have the prior authorization of the Technical/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.

Total Estimated Cost of Authorized Travel and Living Expenses: \$ _____

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 \$ 5,000.00. 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:

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- (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.

Total Estimated Cost to a Limitation of Expenditure for Travel & Living : insert amount _____ (*insert amount at contract award*)

2.3 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

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

(insert, as applicable: ^With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project/Technical Authority and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause _____ of the Contract.

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.

B-1 Extended Contract Period

For Optional Period 1, see B-1 Option to Extend the Term of the Contract Below:

	Workstream # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)		Total (in Cdn \$)
	Resource Name			
3	Optional Period – April 1st, 2018 – March 31st, 2019			
3a	Partner/Managing Director			
3b	Project Manager/Leader			
3c	Senior Auditor			
3d	Auditor			

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3e	Junior Auditor			
3f	Audit Support Specialist			
Total Optional Period 1				\$

For Optional Period 2, see B-2 Option to Extend the Term of the Contract below:

	Workstream # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Total (in Cdn \$)	
	Resource Name			
4	Optional Period – April 1st, 2019 – March 31st, 2020			
4a	Partner/Managing Director			
4b	Project Manager/Leader			
4c	Senior Auditor			
4d	Auditor			
4e	Junior Auditor			
4f	Audit Support Specialist			
Total Optional Period 2				\$

For Optional Period 3, see B-3 Option to Extend the Term of the Contract below:

	Workstream # 1	QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Total (in Cdn \$)	
	Resource Name			
5	Optional Period – April 1st, 2020 – March 31st, 2021			
5a	Partner/Managing Director			
5b	Project Manager/Leader			
5c	Senior Auditor			
5d	Auditor			
5e	Junior Auditor			
5f	Audit Support Specialist			
Total Optional Period 3				\$
6	Evaluated Price (GST/HST excluded): (i.e., sum of: Total Period 1 + Total Optional Period)		\$ _____	
7	GST or HST Insert GST or HST amount, as applicable:		GST: HST:	

Total Estimated Cost of Professional Fees specified in BOP E 6.1.2 for a TA Limitation of Expenditure: \$ _____ (insert amount at contract award)

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ANNEX C SECURITY REQUIREMENTS CHECK LIST

- a) Security Requirements Checklist (SRCL), attached at Annex C;
- b) Industrial Security Manual (Latest Edition)

NOTE: There are multiple levels of personnel security restrictions associated with this file. In this instance, a Security Classification Guide should be added to the SRCL clarifying these restrictions. The Security Classifications Guide is normally generated by the organization's project authority and/or security authority.

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

PART I / CONTRACT INFORMATION / PARTIE I / INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
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		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input 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 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 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 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 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 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 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 type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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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 type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<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"/> 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

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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).

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PART D. AUTHORIZATION / PARTIE D. AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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ANNEX D, TASK AUTHORIZATION FORM

Contract Number	
Task Authorization (TA) Number	
Contractor's Name and Address	
Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:	\$ _____
TA Revisions Previously Authorized	
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____
New TA Revision	
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____
Total Estimated Cost of Task (Applicable Taxes extra) after this revision:	\$ _____
Contract Security Requirements (as applicable)	
This task includes security requirements. <input type="checkbox"/> No <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.	
Remarks: N/A	
Required Work	
SECTION A – Task Description of the Work Required	

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SECTION B – Applicable Basis of Payment

SECTION C - Cost Breakdown of Task

SECTION D- Applicable Method of Payment

Authorization - Authorization

By signing this TA, the Project Authority or the PWGSC Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante de TPSGC ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

Name of Project Authority - Nom du chargé de projet

Signature _____

Date _____

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

Signature _____

Date _____

Contractor's Signature - Signature de l'entrepreneur

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

Signature _____

Date _____