REQUEST FOR PROPOSAL (RFP)

Subject:				
AUDIT OF FINANCIAL STATEMENTS				
For further details, please refer to	the Statement of Work attached as Annex "A	" of this docum	nent.	
Issue Date:	Closing Date and Time:		RFP No:	
March 7, 2018	April 6, 2018 at 11:00 AM ET		SEN-031 17	7/18
	SENATE INFO	RMATIC	N	
Senate of Canada Finance and Procurement Directorate 40 Elgin Street, 11 th Floor Ottawa, ON, K1A 0A4		PLEASE MARK ALL CORRESPONDANCE AND ENVELOPES WITH THE RFP NUMBER INDICATED ABOVE. BIDS SUBMITTED BY EMAIL OR FASCIMILE WILL NOT BE ACCEPTED.		
Contact: Daniel Tilsley Interim Manager, Procurement	Telephone no: 613-415-9129 E-mail: Daniel.Tilsley@sen.parl.gc.ca			
	BIDDER SIGNAT	URE BL	оск	
The Bidder offers and agrees to provide the Office of the Senate Ethics Officer, upon the terms and conditions set out herein, including attachments to this document, the goods or services listed herein and on any attachment at the price(s) set out therefore. The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting				
documentation indicating th	ne laws under which it is registered or s. This also applies to Bidders submit	incorporate	ed together with the	
Name of Firm:	s. This also applies to bidders submi	ung a biu as	s a joint venture.	
Name of				
Representative: Authorized Signature:			Date:	
D 22 T23				
Position Title:				
Email Address:				
Telephone Number:			Fax Number:	
GST Registration or Business Number:				

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- Annex A Statement of Work.

2. Summary

The Office of the Senate Ethics Officer is seeking to establish a contract for the audit of financial statements, as defined in Annex A, Statement of Work, for three (3) years from the date of contract award, with two (2) irrevocable option to extend the term of the Contract by up one (1) year under the same conditions.

3. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 6 — Resulting Contract Clauses, Section 28 — Security Requirement.

4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within five (5) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

 The Office of the Senate Ethics Officer invites the submission of proposals for the provision of services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFP).

- II. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for services. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
- III. Should there be any discrepancies between the English & French document, the English version of the RFP will take precedence over the French RFP.

2. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFP.
- II. Failure to sign the cover page will result in the disqualification of the proposal.

3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- II. The Office of the Senate Ethics Officer reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of two (2) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Office of the Senate Ethics Officer will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Office of the Senate Ethics Officer will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Proposal

No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFP.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;

- c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

6. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFP is stated on the cover page of this document. Any communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Bidder's proposal. Answers to all questions shall be communicated in writing via Buy and Sell.
- II. It is the responsibility of the Bidder to ensure that proposals are clear and complete. The Office of the Senate Ethics Officer reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications.
- III. All enquiries regarding this RFP must be received by e-mail at: daniel.tilsley@sen.parl.gc.ca, at least five (5) working days before the closing date.
- IV. To ensure the equality of information among bidders, answers to enquiries which are relevant to the quality of proposals will be forwarded to all invited bidders simultaneously, via Buy and Sell, without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

The Office of the Senate Ethics Officer will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Office of the Senate Ethics Officer may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Delayed Bids

I. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Office of the Senate Ethics Officer are:

- a) a CPC cancellation date stamp; or
- b) a CPC Priority Courier bill of lading; or
- c) a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by the Office of the Senate Ethics Officer.
- III. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

9. Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the Office of the Senate Ethics Officer's request, one or more of the following price justification:

- a) a current published price list indicating the percentage discount available to the Office of the Senate Ethics Officer; or
- b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by the Office of the Senate Ethics Officer.

10. Conflict of Interest - Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Office of the Senate Ethics Officer may reject a bid in the following circumstances:
 - a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in the Office of the Senate Ethics Officer's opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by the Office of the Senate Ethics Officer as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- III. Where the Office of the Senate Ethics Officer intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make

representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Office of the Senate Ethics Officer's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

11. Funding Approvals

Bidders should note that all contract awards are subject to the Office of the Senate Ethics Officer's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Office of the Senate Ethics Officer's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

12. Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

Bid Preparation Instructions

The Office of the Senate Ethics Officer requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid (3 hard copies & 1 soft copy on CD or USB Stick)

Section II: Financial Bid (1 hard copy & 1 soft copy on CD or USB Stick)

Section III: Certifications (1 hard copy & 1 soft copy on CD or USB Stick)

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

The Office of the Senate Ethics Officer 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) dimensions;
- b) use a numbering system that corresponds to the bid solicitation.

Bidders must quote the RFP number, as part of the address information on the mailing label, bill of lading, or be visible on the outside of the mailing package.

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.
- II. 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, the Office of the Senate Ethics Officer requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid, in Canadian funds, in accordance with the Basis of Payment specified in Part 6 – Resulting Contract Clauses. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada and the Office of the Senate Ethics Officer will evaluate the bids.
- III. The following is the proposed format for the Bidder's Technical Bid. It is mandatory that the information listed in the proposed index be included in the Bidder's Technical Bid and that it must appear on the first page of the bid.

Bidder's Index		
Description	Page no.	
Mandatory Requirements		
M1 Resources' Experience M2 Resources' Reference M3 Client Confidentiality M4 Language M5 Bidders' Staff		
Rated Requirements		
R1 Experience R2 Customer Satisfaction R3 Proposed Project Team R4 Methodology		

2. Mandatory Criteria

- I. Bidders must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Bidders' Technical Bid is indicated in the column entitled "Page no." for all information included.
- IV. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.

- V. For bids presented as joint ventures, Bidders must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for EACH of the parties of the joint venture, not cumulatively.
- VI. Bidders must meet all the mandatory requirements of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Criteria	Met / Not Met
M1. Resources' Experience	
The partner responsible for the audit team must have CPA, CA designation(s), along with extensive experience (minimum 10 years) in providing financial audit services in the public sector and Federal Government. Please include a detailed summary of the designations and work experience for the proposed resource.	
M2. Resources' Reference	
External financial audits should be a main service in the partner(s)' contractual work. The Bidder must provide a list of three (3) recent public sector audits of financial statements completed within the last three (3) years.	
The description must include:	
 Client (name of the organization); Contact name; Phone number; and Brief history of work performed including: Date performed. 	
Public sector is defined as municipal, provincial, parliamentary precinct and federal department and agencies.	
Compliance of this criterion may be subject to further verification. The Office of the Senate Ethics Officer reserves the right to contact the references and confirm that the work was completed in a satisfactory manner.	
Note: The Office of the Senate Ethics Officer can't be used as a reference.	
M3. Client Confidentiality	
The Bidder must ensure complete client confidentiality. The proposal must include details in regard to practices and procedures that ensure client confidentiality regarding records, release of information and employee censorship.	

M4	Land	luage
IVIT.	Land	ıuau c

The audit team must be able to serve the Office of the Senate Ethics Officer in both official languages. The bidder must explain how this shall be accomplished.

M5. Bidders' Staff

The Bidder must have sufficient staff and expertise to address the scope of the audit services. The Bidder must Identify the number and nature of the professional staff to be employed in this engagement (e.g., principal supervisory and management staff, other supervisors and other specialists). The Bidder must explain how this proposed team shall be appropriate to carry out the project.

3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will be disqualified.
- II. Price is only one criterion in the evaluation of proposals. The Office of the Senate Ethics Officer is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria and assigned weight factors.
- III. Bidders must include all information relating to the criteria in the Bidder's Technical Bid. All information contained within the Bidder's Technical Bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- IV. The Bidder's Technical Bid must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A Bidder's Technical Bid is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the Technical Bid may result in the disqualification of the proposal. A proposed Bidder's index has been included at Part 4, Section 1 of this document.

The table below is the scoring guideline that will be used by the evaluation panel as a reference to assign a score to rated criterion R3.

RATED CRITERION TABLE FOR R3		
0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.	
2	Information provided demonstrates a minimal understanding that is relevant to the stated criteria. Bidder receives 10% of the available points for this element.	
6	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.	
10	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.	
14	Information provided demonstrates understanding that is relevant to all of the elements	

	of the rated criteria. Bidder receives 70% of the available points for this element.
16	Information provided clearly demonstrates a full understanding of all of the elements of
	the rated criteria. Bidder receives 80% of the available points for this element.
	Rated criteria is dealt with in depth, information provided demonstrates a full range of in-
20	depth understanding of all of the elements of the rate criteria. Bidder receives 100% of
	the available points for this element.

The rated evaluation criteria are:

Evaluation Criteria	Weight Factor	Rating Guide
R1. Experience The Bidder's partner should demonstrate experience within the last twenty-five (25) years which is above and beyond the minimum ten (10) years identified in M1. The Bidder should include detailed information in their proposal on how they meet the experience required.	25	 5 points: 10 to 13 years 10 points: 13+ to 16 years 15 points: 16+ to 19 years 20 points: 19+ to 22 years 25 points: 22+ years
R2. Customer Satisfaction The Bidder should demonstrate customer satisfaction by providing references, as specified below, of project of a similar size and budget. Bidders must include a minimum of three (3) references including: Client; Contact name; and Phone number. Failure to include these references in the Bidders' appendix will result in "0" points being awarded for this criterion. References must be recent clients where the work must not be dated prior to January 1, 2012.	15	 5 points maximum for each consultation based on customer feedback: 1 point: very poor or dissatisfied 2 points: needs improvement 3 points: satisfied 4 points: good 5 points: excellent or very good assessment

R3. Proposed Project Team The Bidder should include, as part of their proposal, the actual composition of the proposed team, their qualifications, experience, language profiles, and specific expertise of each proposed team member. Please note that team members proposed must be assigned to this project and that the Comptroller must be advised in writing of any substitution of members, and any new team member must be equivalent in qualifications to the original member being replaced. It is expected that the Bidder will assign this project to a qualified audit team.	20	The rating guideline for this criterion will be based on the 'RATED CRITERION TABLE FOR R3' found above, and the following elements: • Qualifications (CPA or CA designation); • Experience; • Bilingualism; and • Other relevant expertise (financial audits of legislatures, government departments and agencies).
R4. Methodology The Bidder should demonstrate its project methodology. This criterion will be evaluated in accordance with the approach, objectives, steps, schedule, estimated time and formal review proposed to ensure an accurate and thorough audit.	20	 Review of operations and systems to gain understanding of internal controls and procedures; Discussions with management; Evaluate design and implementation of key internal controls; Identification and testing of automated or IT-based controls (testing may be in execution phase); Knowledge of new accounting standards and procedures, government regulatory and legislative requirements; Use experienced staff with right qualifications; Indicate need for additional time to be invested if it is their first time auditing the Office of the Senate Ethics Officer statements; Development and presentation of an audit workplan. 5 points for execution: Test amounts of balances and disclosures as well as individual transactions covering relevant areas

		such as salaries and benefits;
		 Procurement; tangible capital assets; Accounts payable and liabilities, demonstrating appropriate testing methodology for each section of the financial statements.
		5 points for reporting phase:
		 Assess adequacy of financial statements; Discuss findings with management, DCFO: prepare management letter and findings report; Prepare the financial statements report in the required format.
TOTAL POINTS MINIMUM PASS MARK (70%)	/80 /56	

4. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. Pricing must be submitted in a separate document clearly labelled "Financial Bid" along with the Bidders company name. No financial information may appear in the technical proposal.

5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, GST or HST excluded, FOB destination, Canadian customs duties and excise taxes included.
- II. 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 the Bidders' Financial Bid, as per the Basis of Payment specified in Part 6 Resulting Contract Clauses.

6. Basis of Selection

Highest Combined Rating of Technical Merit (60%) and Price (40%).

To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all the mandatory evaluation criteria; and
- c) Obtain the required minimum number of points (70%) for the point rated technical criteria.

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

The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PSi = LP / Pi \times 40$. Pi is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMSi = OSi \times 60$. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria, determined as follows: total number of points obtained / maximum number of points available.

The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: CRi = PSi + TMSi.

The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)				
Bidder	Bidder 1	Bidder 2	Bidder 3	
Overall 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	LP and P3: C\$50,000	
Calculations	Technical Merit Score (OSi x 60)	Pricing Score (LP/Pi x 40)	Combined Rating	
Bidder 1	120/135 x 60 = 53.33	50/60 x 40 = 33.33	86.66	
Bidder 2	98/135 x 60 = 43.55	50/55 x 40 = 36.36	79.91	
Bidder 3	82/135 x 60 = 36.44	50/50 x 40 = 40.00	76.44	

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. The Office of the Senate Ethics Officer will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to the Office of the Senate Ethics Officer is subject to verification by the Office of the Senate Ethics Officer 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 verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Mandatory Certifications Required With Bid

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 the Office of the Senate Ethics Officer's representatives and at the time specified in the bid solicitation or agreed to with the Office of the Senate Ethics Officer'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 the Office of the Senate Ethics Officer. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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.

Name:	 	
Signature:	 	
Date:	 	

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Appropriate Law

This contract shall be governed by and construed in accordance with the laws in force in the province of Ontario.

2. Interpretation

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

3. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Office of the Senate Ethics Officer and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Office of the Senate Ethics Officer.

4. Time is of the Essence

- I. Time is of the essence in this contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Office of the Senate Ethics Officer. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Office of the Senate Ethics Officer, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.

IV. Notwithstanding that the Contractor has complied with the notice requirements, the Office of the Senate Ethics Officer may exercise any right of termination contained in the contract.

5. Indemnity Against Claims

Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Office of the Senate Ethics Officer from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of:

- any injury to persons (including injuries resulting in death) or loss of or damage to property of
 others which may be alleged to be caused by or suffered as a result of the carrying out of
 work or any part thereof; and
- any liens, attachments, charges or other encumbrances or claims upon or in respect of any
 materials, parts, work in progress or finished work delivered to or in respect of which any
 payments has been made by the Office of the Senate Ethics Officer.

6. Right to Inspection

The Office of the Senate Ethics Officer reserves the right of access to any records resulting from this contract.

7. Termination of Agreement

- The Office of the Senate Ethics Officer may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Office of the Senate Ethics Officer if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Office of the Senate Ethics Officer upon a thirty (30) days written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a sixty (60) days written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

8. Warranties

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- III. The Contractor has complete authority to enter into this Contract;

IV. The Contractor warrants all work and services performed or goods delivered for a period of no less than twelve (12) months from the completion of services or date of delivery.

9. Records to be Kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Office of the Senate Ethics Officer, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Office of the Senate Ethics Officer, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two (2) years following the completion of the work or services or delivery of goods.

10. Confidentiality

Any information of a character confidential to the affairs of the Office of the Senate Ethics Officer, its members or any of its employees, agents or contractors to which the Contractor or any of its employees, or agents or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

11. Rules and Regulations

- In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Office of the Senate Ethics Officer which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

12. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with the Office of Senate Ethics Officer letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Office of the Senate Ethics Officer and that the Contractor's Directors, Officers, Employees are not engaged as Office of the Senate Ethics Officer employees and they are

not subject to the terms and conditions of employment or privileges applicable to the employees of the Office of the Senate Ethics Officer.

III. No Contractor or their staff can render services or benefit from payments under a contract with the Office of the Senate Ethics Officer if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

13. No Implied Obligations

It is the intention of the parties that this agreement is for the provision or work, services or goods. The Contractor is engaged as an independent contractor providing work, services or goods in accordance with this contract, to the Office of the Senate Ethics Officer. The Contractor's directors, officers, employees and agents are not engaged as Office of the Senate Ethics Officer employees and are not subject to the terms and conditions of employment applicable to the employees of the Office of the Senate Ethics Officer.

14. Performance

The Contractor shall report the performance under this agreement to the Office of the Senate Ethics Officer in whatever format and frequency that the Office of the Senate Ethics Officer may require.

15. Amendments to the Agreement

No person other than the Manager of Procurement and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

16. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information ("work") produced by the Contactor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Office of the Senate Ethics Officer.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

17. Conflict of Interest

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Office of the Senate Ethics Officer.
- II. It is a term of this contract that no former public office holder who is not in compliance with the *Conflict of Interest Act* shall derive a direct benefit from this contract.

18. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Office of the Senate Ethics Officer reserves the right to immediately

terminate the Contract. In such cases, the Office of the Senate Ethics Officer shall only be liable for payment for goods delivered or services performed. No other costs or fees shall be due or payable by the Office of the Senate Ethics Officer.

19. Sales Tax

- I. The Office of the Senate Ethics Officer is exempt from Provincial Sales Taxes.
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

20. Basis of Payment

- Any resulting contract will be a firm all-inclusive price contract to be paid upon completion of each annual Financial Statement Audit and upon delivery and acceptance of the Auditor's Report for each year audited as per the cost outline and schedule of payment in the selected Contractor's proposal.
- II. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as follows:

Work to be Performed	Year of Audit	Cost
March 2018 to August 31, 2018	FY 2017-2018	To complete with bid
March 2019 to August 31, 2019	FY 2018-2019	To complete with bid
March 2020 to August 31, 2020	FY 2019-2020	To complete with bid
March 2021 to August 31, 2021 (Option Period)	FY 2020-2021	To complete with bid
March 2022 to August 31, 2022 (Option Period)	FY 2021-2022	To complete with bid
Total		To complete with bid

- III. The Office of the Senate Ethics Officer will pay the Contractor upon completion of each annual Financial Statement Audit for work performed during the period 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 the Office of the Senate Ethics Officer; and
 - c) the Work performed has been accepted by the Office of the Senate Ethics Officer.

21. Invoicing Instruction

I. A claim in the form of an itemized invoice certified by the Contractor shall be forwarded to:

To be determined at contract award

- II. Payment by the Office of the Senate Ethics Officer to the Contractor for work, goods or services, shall be made:
 - In the case of a progress payment other than the final payment, within thirty (30) days
 following the date on which a claim for progress payment is received according to the
 terms of the contract:
 - In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later:
 - If the Office of the Senate Ethics Officer has any objections to the form of the claim for payment or its contents, written notification of the nature of such objections shall be forwarded to the Contractor within fifteen (15) days of its receipt.
- III. Direct Deposit: the Office of the Senate Ethics Officer can deposit directly all payments into the individuals/corporation's account. Please send an e-mail to request a direct deposit form at: finpro@sen.parl.gc.ca.
- IV. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

22. Interest on Overdue Accounts

In this section:

- I. An amount is "due and payable" when it is due and payable by the Office of the Senate Ethics Officer to the Contractor according to the terms and conditions of the contract.
- II. an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. "date of payment" means the day prior to the date of the negotiable instrument drawn by the Receiver General for Canada and given in payment of an amount payable.
- IV. "Bank Rate" means the discount rate of interest set by the Bank of Canada.
- V. The Bank rate shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- VI. The Office of the Senate Ethics Officer shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment, inclusive. However, interest shall not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Office of the Senate Ethics Officer is responsible for the delay in paying the Contractor. In the event that the Office of the Senate Ethics Officer is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VII. The Office of the Senate Ethics Officer shall not be liable to pay the Contractor any interest on unpaid interest.

23. Advertisement

The Contractor shall not without prior written consent from the Office of the Senate Ethics Officer, advertise or publicize any work performed or goods provided to the Office of the Senate Ethics

Officer. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from the Office of the Senate Ethics Officer source files.

24. Entire Agreement

This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

25. Period of the Contract

The period of the Contract is from date of Contract award to August 31, 2020 inclusive.

26. Option to Extend the Contract

The Contractor grants to the Office of the Senate Ethics Officer the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Office of the Senate Ethics Officer may exercise this option at any time by sending a written notice to the Contractor at least two (2) business days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

27. Subcontracts

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Office of the Senate Ethics Officer than the conditions of the Contract.
- III. Even if the Office of the Senate Ethics Officer consents to a subcontract, the Contractor is responsible for performing the Contract and the Office of the Senate Ethics Officer is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

28. Security Requirement

By the date of contract award, the following conditions must be met:

1. The Contractor, in accordance with the Office of the Senate Ethics Officer's security requirements, will be responsible for a security clearance check which must be conducted on all individuals requiring access to classified or protected information, assets or sensitive work site(s).

The Contractor is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.

- 2. Prior to contract award, the Contractor must obtain the security form by contacting the Corporate Security Directorate by telephone at 613-992-9265 or by email at senbadge@sen.parl.gc.ca.
- 3. In the case of a joint venture Contractor, each member of the joint venture must meet the security requirements listed above.

29. Health and Safety

The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:

- Refraining or minimizing the use of scented products while in the Senate workplace;
- Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
- No smoking in any buildings or within the vicinity (or within 5 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

If contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

30. Authorities

I. Contracting Authority

The Contracting Authority for the Contract is:

Daniel Tilsley Interim Manager, Procurement Finance and Procurement Directorate Senate of Canada 40 Elgin Street Ottawa, ON K1A 0A4

Telephone: 613-415-9129

E-mail: Daniel.Tilsley@sen.parl.gc.ca

II. Project Authority

The Project Authority for the Contract is:

To be determined at contract award.

III. Contractor's Representative (To comp	olete with bid
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Primary Contact:		
Name:		

Title: _ Phone: _ Fax: _		
Secondary Contact:		
Name: _ Title: _ Phone: _ Fax:		

31. Replacement of Specific Individuals

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Office of the Senate Ethics Officer. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) proof that the proposed replacement has the required security clearance granted by the Senate of Canada, if applicable.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

32. 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) Annex A, Statement of Work; and
- c) the Contractor's bid dated To be determined at contract award.

ANNEX A - STATEMENT OF WORK

1. Title

Audits of the Financial Statements of the Office of the Senate Ethics Officer.

2. Objective(s)

To perform audits of the Office of the Senate Ethics Officer's Financial Statements in accordance with the Canadian public sector accounting standards for the fiscal years of 2017-2018 to 2019-2020.

The main objective of theses audits is to obtain an opinion from the auditor on the accuracy, completeness and fairness of the Office of the Senate Ethics Officer's financial statements.

3. Background

The financial management systems and financial reporting are a cornerstone of the accountability and transparency principles required for the management of public funded institutions. The Office of the Senate Ethics Officer has undergone annual external audits of its Financial Statements since March 31, 2006, and has received unqualified opinions.

4. Scope

The finance, human resources, information technologies, administration, procurement and security services are provided by the Senate Administration to the Office of the Senate Ethics officer on a cost recovery basis.

The scope of the work will include the audit of the Senate Ethics Office's annual Financial Statements in accordance with Canadian public sector accounting standards for the following fiscal years:

- FY 2017-2018
- FY 2018-2019
- FY 2019-2020
- FY 2020-2021 (first option period)
- FY 2021-2022 (second option period)

5. Tasks

The Office of the Senate Ethics Officer expects that the independent auditors follow an audit process that includes but may not be limited to the following phases:

- The first phase step includes the completion and delivery of the audit plan. This plan should set out the audit objectives, audit parameters, nature of audit activities, audit approach and audit schedule and cost for each step. The second phase entails conducting the audit, and the third phase to report on it.
- The Office of the Senate Ethics Officer requires the auditors firstly to discuss their findings with the Deputy Chief Financial Officer (DCFO) and the Manager of the services audited to verify the accuracy of their findings and obtain feedback.

 Following these discussions, the audit report is finalized by the auditors and delivered to the Senate Ethics Officer. The auditors will present the financial statements and findings to the Senate Ethics Officer during an in-person meeting.

Throughout this process, the auditor will provide progress reports to the Senate Ethics Officer as may be required.

The auditor also prepares the financial statements for the Office of the Senate Ethics Officer. It includes the complete financial statements and notes to the financial statements, as well as a summary financial statement.

Final audit report, financial statements, notes to financial statements as well as the summary financial statements must be provided in both official languages.

6. Travel

The Office of the Senate Ethics Officer will not accept any travel and living expenses.

7. Constraints

The work to be undertaken is to be treated with the strictest confidentiality. It must be conducted on site at the Senate Finance and Procurement Directorate. The contractor must safeguard the information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. The auditor must provide their own computer/laptop.

8. Client support

The Senate of Canada will provide the auditor(s) with a workstation for the duration of the project. Prior years' audits of financial statements will be available for the purpose of these audits.

9. Meetings

The Senate Ethics Officer or the Deputy Chief Financial Officer (DCFO) may request periodic progress reports in person or in writing, at the auditor's convenience. In addition, ad hoc meetings may be requested if needed at any time throughout the audit process.

10. Deliverables

The following deliverables shall be provided to the Office of the Senate Ethics Officer and they will remain their property:

Deliverables	Timelines
An audit planning report	April
An audit findings report	June
A standard financial statement audit report in accordance with Canadian public sector accounting standards	June
A standard management letter outlining control weaknesses and providing suggested recommendations, if required.	June
Financial statements and notes to financial statements in accordance with Canadian public sector accounting standards	June
A summarized Financial statements report	June

Once finalized by the auditors, these deliverables shall be delivered to the Office of the Senate Ethics Officer.