



## Request for Standing Offers (“RFSO”) # 334 Media Coaching and Training Services

The Office of the Auditor General of Canada (“OAG”) requires the services of media coaching and training experts familiar with the work and the role of an agent of Parliament, and with the functioning of the federal government in general, to provide one-on-one coaching sessions to the Auditor General (AG) and the Commissioner of the Environment and Sustainable development (the Commissioner) or their designated alternates in connection with reports that will be tabled in the House of Commons from spring 2020 to fall 2025 as further described in Section 2 (Statement of Work) of this RFSO.

The OAG conducts independent audits and studies that provide objective information, advice and assurance to Parliament, territorial legislatures, boards of Crown corporations, the Government of Canada and Canadians. The OAG’s head office is located in Ottawa and its four regional offices are located in Vancouver, Edmonton, Montréal and Halifax. Please see [www.oag-bvg.gc.ca](http://www.oag-bvg.gc.ca) for further information about the OAG.

This RFSO describes the process by which a supplier, who is the person or entity submitting a proposal responding to the requirements of the RFSO and having legal capacity to contract (a “Bidder”), may be selected for recommendation of a standing offer award. The estimated total value of any and all call-ups issued under any resulting standing offer **is estimated to be \$75,000 per year**, inclusive of any eligible expenses and applicable taxes. The term of any standing offer issued as a result of this RFSO will be three (3) years with an option to extend the term by up to two (2) additional one (1) year periods under the same terms and conditions.

### Summary of Key RFSO Dates and Defined Terms

The capitalized words set forth below shall have the following meanings where used in this RFSO. Where not defined below, capitalized words shall have the meaning ascribed thereto elsewhere in this RFSO.

Date of Issuance:	<b>21 January, 2020</b>
Deadline for Requests for Clarification:	<b>17 February, 2020 14h00 pm</b> Ottawa local time
Deadline for Proposals:	<b>2 March, 2020 14h00 pm</b> Ottawa local time
Proposal Validity Period:	<b>120</b> calendar days from the Deadline for Proposals
Proposal Delivery Address:	Bids must be submitted at the following email address: <b><u>suppliers@oag-bvg.gc.ca</u></b> Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
Request for Clarification Address:	<b><u>suppliers@oag-bvg.gc.ca</u></b>
Anticipated Standing Offer Award Date:	<b>30 April, 2020</b>
Procurement and Contracting Officer:	<b>Irena Dule</b>



### **Incorporated Sections and Forms**

This RFSO consists of the following sections, appendices and information, which are incorporated by reference in addition to the first page of this RFSO:

Instructions to Bidders:	See Section 1 (RFSO Terms and Conditions)
Requirement for Services and/or Goods:	See Section 2 (Statement of Work)
Evaluation and Selection Process:	See Section 3 (Basis and Method of Evaluation); and Section 4 (Proposal Requirements)
Form of Standing Offer:	See Section 5 (Standing Offer Terms and Conditions)
Required Forms:	Appendix "A" (Declarations and Certifications)



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## **SECTION 1 RFSO TERMS AND CONDITIONS**

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1.1 Proposal Delivery. Proposals are due to be received at the Proposal Delivery Address no later than the Deadline for Proposals specified on page 1 of this RFSO. If the Proposal Delivery Address specified on page 1 of this RFSO is a physical mail address, the time of proposal receipt shall be the time the physical proposal is received by an OAG authorized representative at the Proposal Delivery Address. If the Proposal Delivery Address is an electronic mail address, the time of proposal receipt shall be the time the electronic proposal is received in the inbox of the Proposal Delivery Address. It is the Bidder's responsibility to ensure that the proposal is received at the Proposal Delivery Address no later than the Deadline for Proposals.

1.1.1 Proposals received later than the Deadline for Proposals or at any location other than the Proposal Delivery Address may be deemed non-compliant and rejected, in the OAG's sole and absolute discretion, unless the Bidder provides evidence, to the OAG's satisfaction, substantiating that the proposal was sent to the Proposal Delivery Address before the Deadline for Proposals and the delay in receipt is attributable to circumstances beyond the Bidder's control.

1.1.2 Bidders may, in writing, revoke or modify a proposal received at the Proposal Delivery Address at any time up to the Deadline for Proposals. Bidders may not, without the prior written consent of the OAG, which may be reasonably withheld, assign or transfer their proposal to a third party in whole or in part or submit more than one (1) proposal.

1.2 Proposal Format. Proposals are to be submitted in either English or French, with the Bidder's contact information and the reference to this RFSO clearly identified, as follows:

- Technical Offer - one (1) electronic copy by email in PDF or Word format, containing the Bidder's response to:
  - mandatory requirements set out in Section 4.2 (Proposal Mandatory Requirements);
  - rated requirements set out in Section 4.3 (Proposal Rated Requirements);
  - and
  - All forms listed in Appendix "A" (Declarations and Certifications) of this RFSO.
- Financial Offer - one (1) electronic copy by email in PDF or Word format, containing the Bidder's response to the financial requirements set out in Section 4.4 (Financial Requirements) of this RFSO.

**Prices are to appear in the financial offer only and should not be indicated in any other section of the proposal.**

1.3 Requests for Clarification. Any request for clarification of the contents of, or for interpretation or correction of, or questions or concerns relating to, this RFSO are to be: (i) received no later than the Deadline for Requests for Clarification specified on page 1 of this RFSO; (ii) addressed to the Procurement and Contracting Officer in English or French; and (iii) made in writing by electronic mail referencing this RFSO in the subject line to the Request for Clarification Address specified on page 1 of this RFSO.

1.3.1 Any Requests for Clarification and answers to such requests will be made available as written addenda to this RFSO without identifying the source(s) of the requests, provided they are received no later than the Deadline for Requests for Clarification. Any request received later than the Deadline for Requests for Clarification may not be answered by the OAG.

1.3.2 Any attempt by a Bidder or any of its employees, agents, contractors or any other representatives to contact any person at the OAG other than the Procurement and Contracting



Officer regarding this RFSO, may in the OAG's sole and absolute discretion, result in the Bidder's disqualification and the rejection of their proposal. Nothing in this RFSO limits the OAG's right, in its sole and absolute discretion, to communicate with any Bidder regarding any matter in the normal course of business arising from any contractual relationship for the provision of any similar or other services or goods independently of this RFSO.

- 1.4 Required Forms. Bidders are to include with their proposal any forms listed in Appendix "A" (Declarations and Certifications) to this RFSO. Where a Bidder fails to include any such forms with its proposal, the OAG may, in its sole and absolute discretion: (a) require the submission of such forms within a prescribed timeframe satisfactory to the OAG prior to the Anticipated Standing Offer Award Date specified on page 1; or (b) reject or refuse to consider any proposal from a Bidder who fails to comply with any such submission requirement.
- 1.5 Irrevocable Offer. By submitting a proposal, a Bidder: (a) submits an irrevocable offer, which is firm, in effect and open for acceptance for the Proposal Validity Period specified on page 1 of this RFSO; (b) agrees unconditionally to all the terms and conditions set out in this RFSO, including without limitation the terms and conditions of any resulting standing offer, if awarded, as set out in Section 5 (Standing Offer Terms and Conditions); and (c) agrees, if the OAG deems it necessary, to extend the Proposal Validity Period, unless the Bidder revokes its proposal in writing within five (5) calendar days of notice of such extension by the OAG.
- 1.6 Evaluation and Selection. Proposals will be evaluated and selected in accordance with all requirements of the RFSO, including but not limited to the process set out Section 3 (Basis and Method of Evaluation) and the criteria set out in Section 4 (Proposal Requirements).
- 1.7 Reserved Rights. Notwithstanding anything to the contrary in this RFSO, the OAG reserves the right, in its sole and absolute discretion, to:
  - (a) accept proposal(s): (i) which in the OAG's sole and absolute discretion, fail in any material respect to comply with the requirements of this RFSO; and (ii) in whole or in part without negotiations;
  - (b) enter into negotiations with: (i) any and all Bidders on any and all aspects of their proposal, to ensure the OAG's business requirements are satisfied and to promote value for money; (ii) in the event, in the OAG's sole and absolute discretion, no proposals meet the requirements of this RFSO, any and all Bidders, or any prospective persons or entities capable of delivering the required services or goods but who have not submitted a proposal in response to this RFSO; and (iii) in the event of a tie between two (2) or more Bidders, all such tied Bidders;
  - (c) conduct a best and final offer process with any and all Bidders in which Bidders are invited to revise their financial offers in circumstances where the OAG deems such a process is appropriate, in its sole and absolute discretion;
  - (d) cancel, modify, re-issue and suspend: (i) any aspect of this RFSO, in whole or in part, at any time, for any reason; and (ii) the schedule of this RFSO, in whole or in part, at any time, for any reason, including but not limited to, the Deadline for Requests for Clarification, the Deadline for Proposals, the Anticipated Standing Offer Award Date and any other activity or date stipulated in this RFSO; and (iii) this RFSO in its current or modified form and invite new proposals only from the Bidders who submitted proposals in response to this RFSO where none of those proposals meet the requirements of the RFSO and to do so is deemed, in the OAG's sole and absolute discretion, to be in the OAG's best interests;
  - (e) award, as a result of this RFSO: up to three (3) standing offers;



(f) seek substantiation, clarification, and validation of, and take into account, independently or with the assistance of the Bidder, any and all information provided by the Bidder with respect to this RFSO and, for this purpose, disclose any and all information provided to the Bidder to any third party, subject to the OAG obtaining reasonable assurances of confidentiality from such third party;

(g) reject and refuse to consider, any proposal: (i) failing to respond to, or comply with, any of the requirements or terms and conditions of this RFSO in any material respect, in the OAG's sole and absolute discretion; (ii) containing false, unethical, misrepresented or discriminatory information or in respect of which the OAG receives evidence to its satisfaction of fraud, bribery, misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination by or on behalf of the Bidder; (iii) in the event any matter causes or is likely to cause, in the OAG's sole and absolute discretion, a real, apparent or perceived conflict of interest in relation to the selection of any such proposal; (iv) from a Bidder who colludes with one (1) or more other Bidders in the preparation of any proposal; (v) from a Bidder who fails to cooperate with the OAG in any attempt to substantiate, clarify, or validate any information provided by the Bidder or who fails to provide accurate and complete documentation as directed by the OAG; (vi) from a Bidder against whom economic sanctions have been imposed by the Government of Canada; (vii) from a Bidder with whom the OAG has previously terminated a contract for any reason or has had a previous, or currently has a commercial or legal dispute that, in the OAG's sole and absolute discretion, would impair the OAG's ability to enter into the productive business arrangement contemplated by this RFSO; (viii) from a Bidder failing to have the capacity to contract with Her Majesty or prohibited from receiving any benefits under a contract between Her Majesty and any other person by virtue of Section 750(3) of the *Criminal Code of Canada*; (ix) from a Bidder that is bankrupt or where, for whatever reason, the Bidder's activities are rendered inoperable for an extended period; and (x) from a Bidder publicly listed as ineligible to be awarded a procurement contract pursuant to the Government of Canada's Integrity Regime;

(h) waive irregularities, informalities, omissions and defects in any proposal where, in the OAG's sole and absolute discretion, they do not materially affect the ability of the Bidder to provide the services or goods required by this RFSO; and

(i) invite only the Bidders who submitted proposals in response to this RFSO to resubmit their proposals within a time period specified by the OAG in the event no proposals meet the requirements of this RFSO, where to do so is deemed to be in the OAG's best interest, in its sole and absolute discretion, and provided the requirements of the RFSO are not substantially modified.

The exercise of any of the foregoing rights, either alone or in combination with each other, shall not be interpreted as waiving or limiting the exercise of any other rights by the OAG hereunder or otherwise at law.

- 1.8 Limitation of Liability. In no event shall the OAG, its employees, contractors, consultants and advisors be liable or responsible for any damages, including but not limited to, any direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses, any lost profits, opportunities, expenses, costs or any other losses arising out of, in connection with, or in any way related to, any Bidder's participation in this RFSO or any acts, omissions or errors, including without limitation negligence of, or breach of contract by, the OAG, its employees, contractors, consultants and advisors. Without limiting the foregoing, expenses or costs incurred by any Bidder in any way related to or associated with this RFSO, including but not limited to preparing, submitting or evaluating their proposal, providing information to the OAG or the OAG's authorized representative, and the satisfaction, fulfillment or completion of any conditions precedent to any contract with the OAG to deliver the services and/or goods required by this RFSO, are the Bidder's sole responsibility and will not be reimbursed by, chargeable to, or otherwise payable by, the OAG in any way. Without limiting any rights the OAG may reserve elsewhere in this RFSO or may have otherwise at law, the OAG may elect to exercise its sole and absolute discretions pursuant to this RFSO without any liability or obligation to any Bidder. If any Bidder is determined by a court or tribunal of competent jurisdiction to be entitled to compensation arising



from this RFSO, the total maximum of any such compensation shall be limited to one thousand dollars (\$1,000.00).

- 1.9 Amendment. Any amendment to this RFSO shall be issued by the OAG in writing and will be made available in the form of an addendum in the same manner as this RFSO is issued.
- 1.10 Property. Proposals received in response to this RFSO shall become the property of the OAG and will not be returned to any Bidder. All proposals will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S.C., 1985, c. A-1 (as amended) and the *Privacy Act*, R.S.C., 1985, c. P-21 (as amended).
- 1.11 Governing Law. This RFSO shall be governed by and construed in accordance with, and the relations between the parties determined by, the laws in force in the Province of Ontario, Canada. The RFSO is also subject to the *North American Free Trade Agreement (NAFTA)*, the *Agreement on Internal Trade (AIT)* and the *World Trade Organization Agreement on Government Procurement (WTO-AGP)*.
- 1.12 Resulting Standing Offers. Bidders who submit a proposal agree to be bound by the instructions, terms and conditions of the RFSO and accept the terms and conditions of the resulting standing offer(s). The standing offer(s) resulting from this RFSO shall be comprised of, in the following order of priority in the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflict of or between the wording of one document and any other document: (a) the form of agreement set out in Section 5 (Standing Offer Terms and Conditions), including but not limited to the terms and conditions therein; (b) the requirement for services and/or goods set out in Section 2 (Statement of Work); (c) any other sections, appendices and information incorporated in this RFSO as the OAG may deem appropriate, in its sole and absolute discretion, to include as part of the resulting standing offer(s); (d) this RFSO; and (e) the documents submitted with the selected proposal.
- 1.13 Debriefing. Bidders may submit a request for a debriefing to the Procurement and Contracting Officer in writing within fifteen (15) calendar days of the OAG's notification of the results of this RFSO. Any such debriefing may be conducted in writing, in person or by telephone, at the OAG's sole and absolute discretion.
- 1.14 Disclaimer. The OAG makes no representation or warranty as to the accuracy or completeness of any information provided in connection with this RFSO and disclaims all express and implied representations, warranties, and conditions in connection with this RFSO. Bidders are solely responsible for, if necessary, making their own investigations, projections and conclusions and consulting their own advisors to verify independently the information contained in this RFSO, and, if required, obtaining any additional information and clarification of the requirements or other matters in this RFSO, prior to submitting a proposal.
- 1.15 General. This RFSO constitutes the entire understanding of the services and/or goods required by the OAG and the process by which a Bidder may be selected for recommendation of standing offer award. In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflict of or between the wording of this RFSO and the wording of documents submitted by the Bidder, the wording of this RFSO shall govern. In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflict of or between the wording of the English and French versions of this RFSO, the common interpretation between the two versions shall govern.



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## **SECTION 2 STATEMENT OF WORK**

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### **1 Objective**

The objective is to identify media coaching and training experts with extensive experience in media and trends who will train and coach OAG spokespersons. These experts must be able to give concrete advice and feedback and conduct realistic interview simulations, must be familiar with the work and role of an independent agent of Parliament, and with the functioning of the federal government in general, in order to prepare OAG spokespersons to answer questions about audit work released by the OAG or the OAG's mandate and activities, and to discuss and practice how to deliver key messages.

### **2 Description/Scope of Work**

The Contractor will provide one-on-one coaching and training sessions to the AG and the Commissioner, or their designated alternates, on an `as needed and when requested basis`, in connection with reports that will be tabled from time to time in the Parliament of Canada or northern territorial legislatures during the course of the standing offer. The Contractor will provide advice or an external perspective that the AG and the Commissioner or their designated alternates may decide to consider in their preparation. These services are intended to prepare the AG and the Commissioner or their designated alternates for media activities in connection with the public release of audit reports, including but not limited to: news conferences, one-on-one radio and TV interviews, and media scrums.

### **3 Tasks**

**The tasks to be performed by the Contractor include, but will not be limited to, the following:**

Designing and delivering media training and coaching sessions, in any official language. The sessions will be customized in accordance with instructions provided by the OAG and focus on effective communication with media, and will be delivered at the OAG's office in Ottawa, ON. The outcome of the sessions will be to sharpen OAG spokespeople's skills and their ability to communicate with media and deliver key messages effectively, comfortably and confidently. The OAG Communications team will coordinate the scheduling of the media training and coaching sessions (depending on the specific needs of each OAG spokesperson) to be developed and delivered by the Contractor

The OAG will provide the Contractor with information about the participants and their area of expertise in advance of the media training and coaching sessions. The sessions should:

- Be designed by the Contractor to offer information about dealing with the media, techniques, practical interview simulations and constructive feedback (e.g. how to structure answers to emphasize key messages, remain calm and focused, and project confidence and authority through verbal and non-verbal communication);
- Include taped mock interviews and/or other practical simulation exercises;
- Be adaptable based on the audience and the spokesperson's area of expertise;
- Be delivered in either English or French, or both, as required.

Note: The Contractor may also be required to offer additional, unplanned media training and coaching sessions on short notice in response to public interest issues developing in the media.

### **4 Deliverables**

The Contractor will provide the following deliverables, without limitation:

- At least twenty (20) questions per audit report, based on the individual reading of each report. Reading and preparing questions will require an estimated two (2) hours per report. The Contractor



will be given access to reports in advance of media training and coaching sessions (electronic or on-site at 240 Sparks Street in Ottawa).

- The questions proposed will be typical of those that journalists might ask about an OAG audit report, as well as any challenging, provocative, or unexpected questions about other topics that might have nothing to do with the report itself. This latter category could include questions that tie into current or past political issues or events of interest to a specific audience or interest group;
- Media training and coaching sessions to a maximum of twenty (20) hours per report tabling, including one-on-one sessions with the AG and the Commissioner, or their designated alternates, and participation in a news conference simulation. Dates and times of media coaching and training sessions and news conference simulation will be determined by mutual agreement between the Contractor and the OAG. Individual sessions are not to exceed two (2) hours duration;
- In the course of the media training and coaching sessions, the Contractor must provide advice on framing and delivery of key messages, opening statements or other supporting material in preparation for the tabling of the reports; and
- In the course of the media training and coaching sessions, the Contractor must simulate and record one-on-one interviews and/or other practical simulation exercises, play back recordings to provide practical feedback, and immediately delete recordings upon completion of each session.

## **5 Constraints**

The Contractor must:

- Be able to provide qualified personnel (with valid security clearance who are fluent in English and French to work onsite at the OAG office in Ottawa upon twenty four (24) hours notice;
- Maintain the confidentiality of the information it receives from the OAG in order to provide the services.

## **6 Language Requirements**

The Contractor's personnel must be able to communicate fluently in either official language (English and French) with media and stakeholders, and must be able to deliver the services required by the OAG in either English, French or both official languages.

## **7 Location of Work and Travel**

The Contractor will be expected to provide services onsite at the OAG office located at 240 Sparks Street, Ottawa, Ontario. Some work can be performed off site if previously authorized by the OAG Communications team. When onsite, the Communications team will work with the Contractor to arrange for suitable facilities, a laptop computer issued by the OAG with access to the OAG secure network, including any equipment and work tools they may require to carry out their work. Travel is not anticipated outside the National Capital Region.





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## **SECTION 3 BASIS AND METHOD OF EVALUATION**

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### **3.1 Evaluation Process**

Proposals responding to, and compliant with, the requirements, terms and conditions of this RFSO will be evaluated by a team composed of OAG representatives and selected for recommendation of standing offer award in accordance with the process described below.

#### **Step 1: Compliance with Mandatory Requirements**

Proposals will be reviewed for confirmation of compliance with any mandatory requirements set out in Section 4.2 (Mandatory Requirements).

This review will take the form of validating that the statements and supporting material referenced by the Bidder substantiate a compliant response.

Proposals failing to meet any one (1) or more of the mandatory requirements will be deemed non-compliant and given no further consideration.

#### **Step 2: Scoring of Rated Requirements (70)**

Proposals deemed compliant in Step 1 will be evaluated for technical merit with respect to the rated requirements set out in Section 4.3 (Rated Requirements) and shall be assigned scores for each item identifying its relative importance.

#### **Step 3: Scoring of Financial Requirements (30)**

Proposals deemed compliant in Step 1 and evaluated in Step 2 will be evaluated for price with respect to the financial requirements set out in Section 4.4 (Financial Requirements).

The lowest compliant bid price shall be assigned the maximum points available and any other compliant bid prices shall be assigned scores using the following formula:

$$\frac{\text{Lowest compliant bid price}}{\text{Proposal bid price}} \times \text{maximum points available} = \text{Financial Score}$$

#### **Step 4: Ranking of Combined Total Score (100 points) 70% Technical and 30% price**

Proposals deemed compliant in Step 1 and evaluated in Steps 2 and 3 will be ranked from highest to lowest based on the combined total score of technical merit and price, calculated by adding the rated and financial points assigned to the proposal in Step 2 and Step 3, respectively.

#### **Step 5: Selection of Proposal for Standing Offer Award**

The OAG intends to select up to three (3) proposal(s) receiving the highest combined total score(s) of technical merit and price for recommendation of standing offer award, which shall be deemed the proposal(s) offering the best value to the OAG, provided that to do so would be consistent with the efficient operation of the procurement system and the bid price does not exceed the budget available for this RFSO, and subject to section 1.7 (Reserved Rights) of this RFSO.

For greater certainty, neither the compliant proposal obtaining the highest technical merit score nor the one with the lowest compliant bid price will necessarily be selected. Please refer to section 5 (Standing Offer Terms and Conditions) of this RFSO, including without limitation Article 8 (Ordering Process) of the Standing Offer Agreement.



## SECTION 4 PROPOSAL REQUIREMENTS

### 4.1 Organization of Proposal

Technical Offers should be limited to a maximum of 40 pages (or 20 pages double sided) using 8.5 x 11 inch paper and size 10 font. Any information contained in pages exceeding the stipulated maximum may not be evaluated, in the OAG's sole and absolute discretion. For greater certainty, the page limitation is applicable to the technical offer. The Title Page, Table of Contents and Required Forms are in addition to the stipulated maximum. To ensure completeness and to maximize scoring potential, Bidders should prepare their proposal to respond to the mandatory and rated requirements below. The OAG does not intend to evaluate corporate literature or website information referenced within the proposal.

Prices should appear in the financial offer only and should not be indicated in any other section of the proposal.

### 4.2 Mandatory Requirements

No points will be assigned to technical offers for compliance with any mandatory requirements. Failure to comply with **ANY** one (1) or more of the mandatory requirements will result in a proposal being deemed non-compliant and given no further consideration. Where appropriate, Bidders should briefly describe how they meet each of the mandatory requirements. Bidders are also encouraged to complete the following table and submit it as part of their proposal. Bidders should indicate beside each of the mandatory requirements the relevant page number(s) from their proposal where the statements and supporting material for each mandatory requirement is addressed.

#	MANDATORY REQUIREMENTS	Compliant		Demonstrated Experience/ Cross Reference to the Proposal
		Yes	No	
M1	Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience (within the past ten (10) years) providing one-on-one coaching sessions to senior organizational spokespersons to prepare for media interactions, including a minimum of three (3) years as a media coach.			
M2	Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience (within the past ten (10) years) in developing and delivering media coaching advice at the director-level and above.			
M3	Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience (within the past ten (10) years) working with government at the municipal, provincial, or federal level to effectively bridge technical information into public communications.			



#### 4.3 Rated Requirements

Bidders should demonstrate their understanding of the rated requirements in the RFSO and explain how they will meet those requirements. Bidders should demonstrate their capability and describe their approach in a concise and clear manner for carrying out the work. Bidders should refrain from simply repeating the requirements of this RFSO.

Bidders should address each of the requirements that are subject to point rating criteria and against which the technical offer will be evaluated.

Points will be assigned to technical offers for responding to these rated requirements.

The total points assigned to the technical offer will be pro-rated using the following formula:

$$\frac{\text{Evaluated Score}}{55 \text{ points (Overall Total)}} \times 70 = \text{Rated points assigned to technical offer}$$

Technical Score)

#	RATED REQUIREMENT	Max Points	Demonstrated Experience/ Cross Reference to the Proposal
R1	<p>Bidder should demonstrate that the proposed resource has experience in providing communications advice to an agent of parliament and/or government officials at the ADM level, similar to those required in Section 2 – Statement of Work.</p> <p><b>Points assigned:</b>            3 years = 0 points            3+ years to 5 years = 5 points            5+years to 10 years = 10 points            10+ years = 15 points</p>	15	
R2	<p>Bidder should demonstrate that the proposed resource has project experience providing communication services for audit and accounting firms and/or governmental organizations in the audit field.</p> <p>A maximum of two projects are required to demonstrate the proposed resource experience with the following:</p> <ul style="list-style-type: none"> <li>a) Demonstrate how the proposed resource took the subject matter and analyzed it to develop questions and/or communicable content - 5 points</li> <li>b) Demonstrate how the proposed resource used the subject matter to develop an information cascade targeting a non-specialist audience - 5 points</li> </ul> <p><b>Points assigned:</b>            Points will be assigned for a) and b) demonstrated by both projects.</p>	10	



<p><b>R3</b></p>	<p>The Bidder's proposed resource should provide a maximum of three (3) samples of key messages, media lines, statements, relating to any area of federal politics. Bidder can include links to websites, videos, written documents, PPT presentations etc. – 30 points</p> <p>Quality of the samples provided will be evaluated based on:</p> <p>a) the effectiveness and clarity of messaging - 10 points  b) the quality of writing, including flow and logic - 10 points  c) the appropriateness of content to the distribution media - 10 points</p> <p>The above elements a), b), and c) will be evaluated on the basis of the following scale:</p> <ul style="list-style-type: none"> <li>• Excellent = 10/10 points (All the elements are present: language is flawless, the content is appropriate to the target audience(s) and distribution media, the design uses best user-focused communications practices and techniques to address various communication styles and needs, accessibility and bilingualism requirements are considered)</li> <li>• Moderate =5/10 points (Most elements are present: language has few mistakes, the content is somewhat appropriate to the target audience(s) and distribution media, the design uses some user-focused communications practices and techniques to address various communication styles and needs, accessibility and bilingualism requirements are somewhat considered)</li> <li>• Poor = 3/10 points (Few elements are present: language has many mistakes, content is not appropriate to the target audience(s) and distribution media, the design has few or repetitive user-focused communications practices and techniques to address various communication styles and needs, accessibility and bilingualism requirements are poorly or not considered)</li> </ul>	<p>30</p>	
<b>Total Points:</b>		<b>55</b>	
<b>Minimum Pass Mark:</b>		<b>35</b>	

See Section 5 (Certification of Availability and Status of Personnel) of Appendix A (Declarations and Certifications) of this RFSO.



#### 4.4 Financial Requirements

Points will be assigned to financial offers for responding to these financial requirements. The financial offer is to quote the all-inclusive bid price of the goods and/or services offered, including, but not limited to, all cost and expense elements that may apply, such as, without limitation, option years and maintenance costs, but excluding any applicable taxes, by submitting all information specified in the table below. The financial offer must be expressed in Canadian dollars.

The price submitted, shall be fixed for the term of any resulting standing offer, shall be all-inclusive and shall represent the entire consideration for performing all obligations of the Bidder under any resulting standing offer. Please refer to section 5 (Standing Offer Terms and Conditions) of this RFSO, including without limitation Article 6 (Term) of the Standing Offer Agreement. Without limitation to the foregoing, this shall include, for greater certainty, salary, fringe benefits, overhead costs, cost of obtaining permits/licences/approvals to legally use copyrighted material, any costs or expenses not expressly provided for as chargeable, payable or reimbursable to the Bidder under any resulting standing offer, and profit, but exclude the applicable Goods and Services Tax (GST) and/or Harmonized Sales Tax (HST), which should be shown separately in the Financial Offer. In addition, the Bidder will seek, obtain and maintain permission for any pictures, articles or videos that may be used to deliver the services. For greater clarity, the Bidders are responsible to obtain and maintain, without any extra charge, reimbursement or payment by the OAG of all permits, licenses and approvals to legally use copyrighted material for the purpose of delivering the services. As a result, Bidders should include in their total bid price all costs and expenses that may apply.

The OAG intends to evaluate the all-inclusive cost of the Bidder's proposal as specified in the table below:

#	Service Category	Ceiling Hourly Rate	Estimated Volumetric Data	Total
		A	B	C = A x B
<b>1</b>	<b>Initial Contract Period (contract award to 3 years later)</b>			
1.a	Media Coaching and Training services.	\$ _____	390hrs	\$ _____
<b>Total Price Initial Period:</b>				\$ _____
#	Service Category	Ceiling Hourly Rate	Estimated Volumetric Data	Total
		A	B	C = A x B
<b>2</b>	<b>Option Period 1 (1 year duration)</b>			
2.a	Media Coaching and Training services.	\$ _____	130hrs	\$ _____
<b>Total Price Optional Period 1:</b>				\$ _____



#	Service Category	Ceiling Hourly Rate	Estimated Volumetric Data	Total
		A	B	C = A x B
<b>3</b>	<b>Option Period 2 (1 year duration):</b>			
3.a	Media Coaching and Training services.	\$ _____	130hrs	\$ _____
<b>Total Price Optional Period 2:</b>				<b>\$ _____</b>

<b>Total Bid Evaluation Price (Total Price Initial Period + Total Price Option Period 1 + Total Price Option Period 2):</b>	<b>\$ _____</b>
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#### 4.5 OAG's Rights during Evaluation

Without limitation to section 1.7 (Reserved Rights) of this RFSO, the OAG may, in its sole and absolute discretion, during the evaluation and selection process described in this RFSO, and prior to any standing offer award:

- i. seek clarification of and/or verify any information provided with respect to any proposal, including but not limited to interviewing any individuals named in the proposal, which may be conducted in person or by telephone;
- ii. contact any or all references supplied by a Bidder to verify and validate any information or data submitted with the proposal;
- iii. hire any consultant or third party to assist with the evaluation of proposals;
- iv. request information with respect to any Bidder's legal and financial status or, in the event the Bidder's proposal is the only compliant proposal received in response to this RFSO, with respect to one or more of the following price justifications:
  - a. current published price list of the discount percentage available to the Government of Canada;
  - b. paid invoices for like quality services sold to other customers;
  - c. price breakdown showing the cost of direct labour, direct materials, purchased items, general and administrative overhead and profit;
  - d. price or rate certifications; or
  - e. any other price justification as requested by the OAG.
- v. correct any mathematical errors in the addition or extension of prices submitted.

Bidders will have at least three (3) calendar days, or such other period as is specified in writing by the Procurement and Contracting Officer, to respond to any request for information or clarification described above. Failure to respond before expiry of the specified deadline may result in the proposal being deemed non-compliant and given no further consideration, in the OAG's sole and absolute discretion.



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## **SECTION 5 STANDING OFFER TERMS AND CONDITIONS**

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Without limitation to Section 1.12 (Resulting Standing Offers) of this RFSO, the following form of agreement, including but not limited to the terms and conditions therein, shall apply to and form part of any standing offer resulting from this RFSO.

### ARTICLES OF AGREEMENT

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This Standing Offer Agreement, effective as of the date of last signature below, is entered into between:

Her Majesty the Queen in Right of Canada,  
as represented by the Auditor General of Canada  
240 Sparks Street, Ottawa, Ontario K1A 0G6  
(the "**OAG**")

- And -

<<Note to Bidders: legal name of Contractor  
and physical address to be inserted by OAG after Standing Offer award >>  
(the "**Contractor**")

FOR: <<Note to Bidders: brief description of work to be inserted by OAG from Statement of Work after Standing Offer award >>

WHEREAS the OAG issued <<Note to Bidders: title and # of RFSO to be inserted by OAG after Standing Offer award >> (the "**RFSO**");

AND WHEREAS the Contractor was awarded this Standing Offer after evaluation of the proposal it submitted in response to the RFSO (the "**Proposal**");

NOW THEREFORE, in consideration of the mutual covenants, agreements and premises contained herein, the sufficiency of which is hereby acknowledged, the OAG and the Contractor agree to the following articles:

#### **A1 Standing Offer Agreement, Call-Ups and the Contract**

1.1 Standing Offer Documents. The following documents, together with any schedules, annexes, appendices and exhibits attached thereto, and together with any documents incorporated by reference therein, all as amended by agreement of the Parties from time to time, collectively form the "**Standing Offer**" between the OAG and the Contractor:

1.1.1 these Articles of Agreement;

1.1.2 the document attached hereto as Schedule "A" and entitled "General Conditions" (the "**General Conditions**");

1.1.3 the document attached hereto as Schedule "B" and entitled "Statement of Work" (the "**Statement of Work**");

1.1.4 the RFSO;

1.1.5 the Proposal.



- 1.2 **Contract Documents.** The Standing Offer sets out the terms and conditions applicable to the Work as defined herein, supplied by the Contractor under Call-Up(s) that may be issued by the OAG in accordance with the Standing Offer. A Call-Up, together with this Standing Offer, constitute the entire agreement between the Parties for the supply by the Contractor and the purchase by the OAG of the Work specified therein (the “**Contract**”).
- 1.3 **Priority of Documents.** In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflicts of or between the wording of any Standing Offer documents that appear on the list above, the wording of the document that first appears on the list has priority and shall prevail over the wording of any document that subsequently appears on the list. In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflicts of or between the wording of the Standing Offer and the Call-Up, the wording of the Standing Offer has priority and shall prevail over the wording of any Call-Up.
- 1.4 **Interpretation.** The words in the Contract shall be interpreted according to their ordinary and usual meaning, without regard to the Party who drafted the Contract. For greater certainty, the words “includes” or “including” shall be interpreted as meaning “includes without limitation” or “including without limitation”, as the case may be. Headings and titles contained in the Contract are inserted only as a matter of convenience or for reference and shall not in any manner be construed so as to define, limit or describe the scope or extent of any provisions of the Contract.

**A2. Performance.** The Contractor shall perform the Work, with due care and diligence, including the services and/or goods to be supplied, furnished and delivered as described in the Statement of Work and the Call-Up, and do everything else that is necessary to discharge its obligations under the Contract. The Contractor acknowledges that the Standing Offer does not constitute an obligation for the OAG to purchase any services and/or goods.

**A3. Payment.** The OAG shall pay the Contractor, for Work performed in accordance with the Contract, on the following basis, plus any Applicable Taxes:

- 3.1 **Basis of Payment.** The Contractor shall be paid fixed, all-inclusive ceiling hourly rates as specified in the following table, subject to any limitation of expenditure specified in this Standing Offer:

<<Note to Bidders: pricing table from RFSO to be inserted by OAG after Standing Offer award >>

Based on the fixed, all-inclusive ceiling hourly rates as specified in the above table, the Contractor may, in the alternative, be paid a firm, fixed price if identifiable as an acceptable basis of payment in the applicable Call-Up.

3.1.1 **Definition of Day and 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, sick leave or other absences. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance the following formula: (Hours worked x applicable rate) / 7.5 hours. All proposed personnel must be available to work outside normal office hours during the Term of the Contract. No overtime charges will be authorized under the Contract. All time worked will be paid to the Contractor in





accordance with this section. For greater certainty, no payment shall be made for any time travelling to or from any location to perform Work under the Contract.

3.1.2 Travel Expenses. Travel is not anticipated outside the National Capital Region as the Work will be conducted in the National Capital Region and/or OAG offices located at 240 Sparks Street, Ottawa, Ontario

3.1.3 Rates All-Inclusive. The rates payable in respect of the Work are fixed for the Term of the Standing Offer, inclusive of all costs, expenses and profit for which the Contractor may be eligible hereunder, except as may otherwise be expressly provided to the contrary in this Standing Offer, and shall represent the entire consideration for performing all obligations of the Contractor under the Contract.

3.2 Method of Payment. The OAG will pay the Contractor for Work performed during the period covered by the invoice, no more frequently than monthly, subject to the General Conditions, if: (i) 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; (ii) all such documents have been verified by the OAG; and (iii) the Work performed has been accepted by the OAG. Payment by the OAG shall be made within thirty (30) calendar days of the date specified in the General Conditions.

3.3. Limitation of Expenditure. The OAG's total liability to the Contractor for payment under Call-Ups against the Standing Offer shall not exceed \$, <<Note to Bidders: total dollar value to be inserted by OAG after Standing Offer award >> (the "**Standing Offer Price**"), plus any eligible expenses and Applicable Taxes (the "**Total Extended Price**"). No increase in the total liability of the OAG or in the price of the Work resulting from any changes, modifications, or interpretations of the Work, will be authorized by the OAG or paid to the Contractor unless such changes, modifications, or interpretations have been approved, in writing, in advance, by the OAG before their incorporation into the Work. The Contractor shall not perform any Work or otherwise provide any good or service that would result in the foregoing limitation of expenditure being exceeded before obtaining the prior written approval of the OAG. The Contractor must notify the OAG in writing on the adequacy of the foregoing limitation of expenditure: (i) when it is 75 percent committed; or (ii) 4 months before Standing Offer expiry date; or (iii) as soon as the Contractor considers that the foregoing limitation of expenditure is inadequate for completion of the Work, whichever comes first. For administrative purposes, the Contractor shall advise the OAG on a weekly basis of the hours worked under a Contract resulting from the Standing Offer.

**A4. Time Verification and Audit of Accounts**. Time charged and the accuracy of the Contractor's time recording system, as well as all payments, reimbursements and any other amounts claimed under the Standing Offer, are subject to verification and audit by the OAG as specified in the General Conditions, at any time, both before and after payment is made.

**A5. Invoicing Instructions**. The Contractor must submit invoices as specified in the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. If applicable to the basis of payment specified in the Contract, each invoice must be supported by a copy of time sheets or other documentation produced by the Contractor's time recording system to support the time claimed, together with a copy of any required monthly progress report. Invoices must be distributed as follows for certification and payment, unless specified otherwise by the OAG in writing: the original must be forwarded to the following address to the attention of the OAG Finance Department for certification and payment – 240 Sparks Street, Ottawa, ON K1A 0G6 or, alternatively, emailed to [finance@oag-bvg.gc.ca](mailto:finance@oag-bvg.gc.ca).

**A6. Term**. The Standing Offer shall be effective as of the date described on page 1 hereof and remains in force for a period of three (3) years <<Note to Bidders: OAG to insert date after standing offer



award>> (the “Term”), subject to the terms and conditions herein. For greater certainty, the Contractor shall perform the Work up to and including the end of the last day of the Term and any terms or conditions which, by their nature are intended to survive expiration or termination of the Standing Offer, shall survive expiration or termination of the Standing Offer for any reason. The Contractor shall not commence any Work prior to this Standing Offer coming into effect. The Contractor hereby grants to the OAG the irrevocable option to extend the Term by up to two (2) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during any extended Term, it will be paid on the basis of the applicable provisions herein, subject to any increase in price, which shall not exceed two percent (2%). The OAG may exercise this option, for each additional extension period, in its sole and absolute discretion, at any time, by sending a written notice to the Contractor at least thirty (30) calendar days before the then applicable expiration date of the Standing Offer. Although each additional extension period takes effect on Contractor’s receipt of the OAG’s written notice, the Standing Offer may be administratively amended by the Parties to reflect any option exercised.

**A7. Security Requirement.** Contractor shall ensure all Contractor Personnel requiring access to the OAG’s classified or protected information, networks and/or office space, obtain and maintain during the Term of the Standing Offer a valid Government of Canada Security Clearance at a minimum level of “Reliability Status” prior to accessing such information, networks and/or office space. Contractor shall provide the OAG with the name(s) of all such individuals together with evidence of the required security clearance(s). Such individuals will be expected to understand, sign and adhere to the OAG Security Policy.

**A8. Ordering Process.** This Standing Offer sets out the terms and conditions applicable to the Work performed under a Call-Up that may be issued by the OAG in the form and content satisfactory to the OAG prior to acceptance by the Contractor in accordance with the process set out below. The Contractor is not authorized to supply services and/or goods and shall not commence any Work prior to any Call-Up coming into effect. For greater certainty, the OAG has no liability to pay for, or accept, any services and/or goods beyond those services and/or goods and related amounts specified in a Call-Up, unless otherwise expressly agreed in writing, in advance, in a document expressly amending such Call-Up, signed by a duly authorized OAG representative. The Work, or a portion of the Work, to be performed hereunder will be on an “as required and when requested basis” in accordance with the following process and, if applicable, the specified alternative basis of payment based upon the rates specified in the Standing Offer:

8.1 Call-Up Issuance and Acceptance. OAG may place orders for the Work, as required and when requested, by delivering a Call-up to the Contractor, by physical or electronic mail, which Call-Up shall specify, at a minimum: (i) details of the Work to be performed within the scope of the Standing Offer; (ii) a description of the deliverables to be submitted; (iii) a schedule indicating completion dates for the major activities or submission dates for the deliverables; (iv) the applicable basis and method of payment as specified in the Standing Offer. Within seven (7) calendar days of receipt of the Call-Up, Contractor shall send written confirmation, in the form and content agreed to by the Parties, to the OAG, indicating acceptance of the Call-Up, and only upon receipt of such written confirmation by the OAG shall the Call-Up be deemed accepted and the Contract between the Contractor and the OAG with respect to the Work be formed. The Contractor acknowledges that multiple Standing Offers have been issued by the OAG as a result of the RFSO. Call-Ups may be issued to the Contractor in accordance with the selection methodology described below, in the OAG’s sole and absolute discretion.

<<Note to Bidders: the following call-up procedures are to be inserted by the OAG, subject to the award of any standing offer for Media Coaching and Training services as described in Step 5 (Selection of Proposal for Standing Offer Award) in Section 3 (Basis and Method of Evaluation) of the RFSO>>



8.1.1 Directed Requirements. For orders where the estimated expenditure in respect of the Work does not exceed **\$40,000 (including Applicable Taxes)**, the OAG may issue a Call-Up to any supplier from the list to which this Standing Offer applies, without soliciting bids and subject to negotiation, in the OAG's sole and absolute discretion.

8.2 No Other Terms. Contractor's performance of the Work pursuant to a Call-Up is governed by the terms and conditions of the Contract. Any terms and conditions which are contained in any other document submitted by the Contractor, such as a purchase order acknowledgement, invoice, or any other such document are hereby expressly rejected and superseded by the terms and conditions of the Contract.

8.3 Survival of Call-Up. Any rights and obligations remaining to be exercised or performed, as applicable, pursuant to any Contract formed prior to the expiration of the Term, shall continue in full force and effect, and shall continue to be governed by the terms and conditions of the Contract, until all such rights and obligations are exercised or performed, as applicable.

8.4 No Obligation. Nothing in this Standing Offer shall be deemed or construed as an obligation for the OAG to issue any Call-Up or enter into any Contract or as an exclusive right for the Contractor to perform the Work.

**A9. Standing Offer Representatives**. The following representatives are responsible for management and performance of the Standing Offer and receiving any notice, request, direction or other communication required to be given or made by either Party under the Standing Offer:

OAG Contracting Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

OAG Project Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Contractor's Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

9.1 Any matters concerning the Work may be discussed between these representatives and, in particular, the OAG Project Representative is responsible for managing the relationship with Contractor on behalf of the OAG, including providing instructions and interpretations in respect of the technical aspects of the Work to be performed; however, none of these representatives have the authority to authorize changes to the scope of Work or otherwise to modify the Standing Offer unless evidenced in writing through an amendment to the Standing Offer issued by the OAG and signed by the Parties.

**A10. Certifications Compliance**. The continuous compliance with the declarations and certifications provided by the Contractor in its Proposal and the ongoing cooperation in providing associated information are conditions precedent of the Standing Offer. Certifications are subject to verification by the OAG during the Term of the Standing Offer. If the Contractor does not comply with any declaration or certification, fails to provide the associated information, or if it is determined that any declaration or certification made by the Contractor in its proposal is untrue, whether made



knowingly or unknowingly, the OAG has the right, pursuant to the default provision specified herein, to terminate the Standing Offer and any Contract or any Call-Up.

This agreement has been duly executed and delivered on the dates indicated below on behalf of each of the Auditor General of Canada and the Contractor by their respective duly authorized signatories.

**FOR THE AUDITOR GENERAL**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Position)

**FOR THE CONTRACTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Position)



Schedule "A"  
General Conditions

1. **Interpretation.** In the Standing Offer, the capitalized words set forth below shall have the following meanings. Where not defined below, capitalized words shall have the meaning ascribed thereto elsewhere in this Standing Offer, unless the context otherwise requires:

"Administrative Agreement" means a negotiated agreement with the OAG in relation to the Integrity Provisions set out herein;

"Affiliate(s)" means a person, including, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if: (i) one controls or has the power to control the other, or (ii) a third party has the power to control both;

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by the OAG;

"Articles of Agreement" means the terms and conditions forming the body of the Standing Offer, but does not include these General Conditions, any schedules, annexes, appendices and exhibits attached thereto, any documents incorporated by reference therein, the Contractor's proposal or any other document;

"Contract" means the terms and conditions of the Standing Offer together with any Call-Up that may be issued by the OAG and accepted by the Contractor in accordance with the Articles of Agreement;

"Contracting Representative" means the person designated in the Standing Offer, or by written notice to the Contractor, to act as the OAG's representative to administer the Standing Offer;

"Contractor" means the person or entity named in the Standing Offer to supply goods, services or both to the OAG";

"Contractor Personnel" means any director, officer, employee, consultant, subcontractor or other person or entity engaged by the Contractor to perform any Work in respect of this Standing Offer;

"Excusable Delay" means delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that meets the conditions specified herein;

"Ineligibility" means a person not eligible to contract with Her Majesty;

"Office of the Auditor General", "OAG", "Auditor General of Canada", "Crown", or "Her Majesty" means Her Majesty the Queen in Right of Canada as represented by the Auditor General of Canada through the Office of the Auditor General and any other person with delegated authority to act on behalf of the Auditor General of Canada;

"OAG Property" means anything supplied to the Contractor by or on behalf of the OAG for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the OAG under the Contract;

"Party" means the OAG, the Contractor, or any other party that is signatory to the Standing Offer and "Parties" means all of them;



"Standing Offer" means, collectively, the documents specified in the Articles of Agreement, together with these General Conditions, any schedules, annexes, appendices and exhibits attached thereto, and together with any documents incorporated by reference therein, all as amended by agreement of the Parties from time to time;

"Standing Offer Price" means the amount stated in the Standing Offer that may be payable to the Contractor for the Work, exclusive of Applicable Taxes, under Call-Ups issued by the OAG;

"Suspension" means a determination of temporary Ineligibility in relation to the Integrity Provisions set out herein;

"Total Extended Price", "Revised Extended Price", "Price Increase (Decrease)" in the Articles of Agreement of the Standing Offer or in any Standing Offer amendment means an amount used by the OAG for internal administrative purposes only that comprises the Standing Offer Price, or the revised Standing Offer Price, or the amount that would increase or decrease the Standing Offer Price and the Applicable Taxes as evaluated by the Contracting Representative, and does not constitute tax advice on the part of the OAG;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered, supplied or performed by the Contractor under the Standing Offer.



2. **Deemed Terms and Conditions.** Pursuant to the *Financial Administration Act*, R.S.C., 1985, c. F-11 (as amended) (the “FAA”), as well as the *Government Contract Regulations*, SOR/87-402 (as amended), the clauses, terms and conditions identified therein are hereby incorporated by reference and form part of the Contract as though expressly set out in the Contract. Without limitation to the foregoing, any payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
3. **Powers of the Auditor General.** All rights, remedies, powers and discretions granted or acquired by the OAG under the Contract or by law, including the *Auditor General Act*, R.S.C., 1985, c. A-17 (as amended), are cumulative, not exclusive.
4. **Status of the Contractor.** The Contractor is an independent contractor engaged by the OAG to perform the Work. Nothing in the Contract is intended to create an employment relationship, a partnership, a joint venture or an agency with the OAG. The Contractor must not represent itself as an agent or representative of the OAG to anyone. Neither the Contractor nor any Contractor Personnel is engaged as an employee, servant or agent of the OAG. The Contractor is responsible for all deductions, remittances and any applications, reports, payments or contributions required by law in relation to its employees, including federal, provincial and foreign tax, pension, employment insurance, workers’ compensation, employment standards, wage rates, and any other similar matter, and the Contractor is entitled to no benefits or payments other than those specified in the Contract.
5. **Conduct of the Work.**
  - a. The Contractor represents and warrants that the Contractor and all Contractor Personnel:
    - i. are competent to perform the Work;
    - ii. have everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
    - iii. have the necessary qualifications, including knowledge, skill, know-how, experience and third party authorizations, and the ability to use them diligently and effectively, to perform the Work.
  - b. The Contractor and all Contractor Personnel must:
    - i. perform the Work diligently, effectively and efficiently;
    - ii. except for OAG Property, supply everything necessary to perform the Work;
    - iii. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the Contractor’s industry to ensure the degree of quality required by the Contract;
    - iv. select and employ a sufficient number of qualified people as Contractor Personnel;
    - v. perform the Work in accordance with standards of quality acceptable to the OAG and in full conformity with all applicable laws and regulations, the OAG’s specifications and all the requirements of the Contract; and
    - vi. provide diligent, effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
  - c. The Work must not be performed by any person who, in the opinion of the OAG, in its sole and absolute discretion, is incompetent, unsuitable or has conducted himself/herself improperly.
  - d. In the event of breach of warranty, in addition to other rights and remedies available at law and in this Standing Offer, the Contractor shall, at the OAG’s election and the Contractor’s expense:
    - i. reperform the Work to the OAG’s satisfaction (using alternate Contractor Personnel if the OAG so requests); or
    - ii. issue a credit in the amount of any Work that is or was deficient as a result of the breach.



6. **Subcontracts.** The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Representative. The Contracting Representative may require the Contractor to provide such particulars of the proposed subcontract as the OAG considers necessary, in its sole and absolute discretion. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon the OAG to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Representative requires or agrees otherwise, with the exception of any employment equity or other requirements which may only apply to the Contractor.
7. **Time of the Essence.** It is essential that the Work be performed within or at the time stated in the Contract.
8. **Excusable Delay.**
- a. A delay in the performance of the Work or any obligation by the Contractor under the Contract that is caused by an event that:
    - i. is beyond the reasonable control of the Contractor;
    - ii. could not reasonably have been foreseen;
    - iii. could not reasonably have been prevented by means reasonably available to the Contractor; and
    - iv. occurred without the fault or neglect of the Contractor,will be considered an "Excusable Delay" if the Contractor:
    1. notifies the Contracting Representative, in writing, of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it; and
    2. within fifteen (15) working days of the foregoing notification, also notifies the Contracting Representative, in writing, of all the circumstances relating to the delay and includes, for approval by the OAG, a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
  - b. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for thirty (30) calendar days or more, the Contracting Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the OAG the portion of any advance payment that is unliquidated at the date of the termination. Unless the OAG has caused the Excusable Delay by failing to meet an obligation under the Contract, the OAG will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
9. **Inspection and Acceptance of the Work.** All Work is subject to inspection and acceptance by the OAG. Inspection and acceptance of the Work by the OAG does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements or obligations under the Contract. The OAG will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction, replacement, reperformance or refund at the Contractor's cost and expense.
10. **Invoice Submission.** Invoices must be submitted in the Contractor's legal name. Invoices must only apply to the Contract.
- a. Invoices must show:
    - i. the date, the name and address of the OAG, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN);





- ii. details of expenditures (such as, but not limited to, showing separately, hours worked in Canada or abroad, periods and cost of any authorized travel and living expenses, item, quantity, unit price, fixed time labour rates and level of effort, fixed firm price and payment milestone, as applicable) in accordance with the basis of payment specified in the Standing Offer, exclusive of Applicable Taxes;
  - iii. deduction for set-off, holdback or deduction, if applicable;
  - iv. the extension of the totals, if applicable; and
  - v. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- b. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

**11. Taxes.** The OAG is required to pay Applicable Taxes. Applicable Taxes will be paid by the OAG as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due. The Contractor is not entitled to use exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Standing Offer Price, the Standing Offer Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and standing offer award. However, there will be no adjustment for any change to increase the Standing Offer Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change. Pursuant to the *Income Tax Act*, R.S.C., 1985, c.1 (5<sup>th</sup> Supp.) (as amended) and the *Income Tax Regulations*, C.R.C., c. 945 (as amended) the OAG must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed.

**12. Payment Period and Interest on Overdue Accounts.** The OAG's standard payment period is thirty (30) calendar days. The payment period is measured from the date an invoice in a form and content acceptable to the OAG is received in accordance with the Contract or the date the Work is delivered in a condition acceptable to the OAG as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> calendar day following that date and interest will be paid automatically in accordance with this section.

- a. If the invoice and its substantiating documentation are not received in a form and content acceptable to the OAG in accordance with the Contract or the Work is not delivered in a condition acceptable to the OAG as required by the Contract, the OAG will notify the Contractor within fifteen (15) calendar days of receipt. The thirty (30)-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the OAG to notify the Contractor within fifteen (15) calendar days will only result in the payment being considered overdue on the 31<sup>st</sup> day following receipt of the invoice or Work for the sole purpose of calculating interest on overdue accounts, but shall not relieve the Contractor from any of its obligations under the Contract, impose any liability upon the OAG or otherwise obligate the OAG to make payment until the invoice and its substantiating documentation are received in a form and content acceptable to the OAG in accordance with the Contract or the Work is delivered in a condition acceptable to the OAG as required in the Contract, whichever is later.



- b. For the purpose of this section:
    - i. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each calendar day during the calendar month immediately before the calendar month in which payment is made;
    - ii. "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
    - iii. "date of payment" means the date of the negotiable instrument drawn by the OAG to pay any amount under the Contract;
    - iv. an amount becomes "overdue" when it is unpaid on the first calendar day following the calendar day on which it is due and payable as specified above and according to the Contract.
  - c. The OAG will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the calendar day before the date of payment, inclusive. The Contractor is not required to provide notice to the OAG for interest to be payable. The OAG will pay interest in accordance with this section only if the OAG is responsible for the delay in paying the Contractor. The OAG will not pay interest on overdue advance payments.
- 13. Audit.** The amount claimed under the Contract is subject to audit by the OAG, at any time, both before and after payment is made. The Contractor must keep proper accounts and records of performing the Work, the cost of performing the Work, the actual time spent each calendar day by all Contractor Personnel performing the Work (if the Contract specifies payment on the basis of time spent by the Contractor or Contractor's Personnel performing the Work) and all expenditures or commitments made by the Contractor, including any invoices, receipts, timesheets and third party contracts, which shall at all reasonable times be available to audit and inspection by the OAG, who may make copies and take extracts therefrom. The Contractor shall afford facilities for audit and inspection and shall furnish the OAG with such assistance and information as the OAG may require from time to time with respect to such accounts and records. The Contractor shall keep all such accounts and records, and preserve them in a secure location that is available for audit and inspection, for no less than six (6) years after it receives the final payment under the Contract or until the settlement of any outstanding or unresolved claims or disputes, whichever is later, unless the OAG consents in writing in advance to earlier disposal.
- a. The OAG shall have the right, upon providing at least five (5) calendar days prior written notice, to enter upon the Contractor's facilities and locations, with any third party representatives the OAG may require, to review, inspect, test or to conduct audits, and take extracts or make copies of any document, with respect to the Contractor's operations and business to ensure compliance with the Contract, including the retention of accounts and records, performance of the Work, privacy, confidentiality and security. Where problems or deficiencies are identified during or following any review, inspection, test or audit, the OAG may, in its sole and absolute discretion, issue by notice to the Contractor, a corrective action request. Upon receipt of such notice, the Contractor shall:
    - i. promptly reply in writing to the corrective action request;
    - ii. take immediate corrective action acceptable to the OAG to prevent the recurrence of all deficiencies or problems identified in the corrective action request; and
    - iii. rectify all deficiencies and problems identified in the corrective action request within the time period specified in the notice, or when not specified, within thirty (30) calendar days from the date of the Contractor's receipt of the notice.
  - b. The issuance or non-issuance of a corrective action request shall not prejudice any of the OAG's rights to termination under the Contract.
  - c. Where an audit or inspection by the OAG, or where the OAG's own accounts or records disclose an overpayment, the OAG shall have the right to set-off, hold-back or deduct the amount of such overpayment against any Contractor invoices issued pursuant to this Standing Offer or any other agreement, and the Contractor shall be liable to repay such overpayment immediately on demand to the extent the OAG does not recover the overpayment by right of set-off, hold-back or deduct.



- 14. Compliance with Applicable Laws.** The Contractor must inform itself and Contractor Personnel of, and comply and ensure compliance with, all laws applicable to the performance of the Contract, including Canadian federal, provincial and municipal law. The Contractor must provide evidence, at its own cost, of compliance with such laws to the OAG at such times as the Contracting Representative may reasonably request. The Contractor must obtain and maintain, without charge, reimbursement or payment by the OAG in any way, all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Representative, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the OAG. Without limiting the foregoing, the Contractor must not transfer or copy by any electronic or other means any software owned by or licensed to the OAG and such software is only to be used for the purposes of Work carried out on behalf of the OAG and for no other purpose.
- 15. Workplace Health and Safety.** The Contractor acknowledges the responsibility of the OAG to ensure, for its employees, a safe and healthy work environment, free of harassment. Copies of the *OAG Policy on the Prevention of Workplace Violence*, the *OAG Respectful Workplace Policy*, and the *OAG Policy on Workplace Investigations*, which are also applicable to the Contractor, are available from the Contracting Representative upon the Contractor's prior written request. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, or through Contractor Personnel, harass, abuse, threaten, abuse its authority towards, discriminate against or intimidate, or endanger the health and safety of, any employee, contractor or other individual employed by, or under contract with, the OAG. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the OAG will, at its sole and absolute discretion, determine if the complaint is founded and decide on any action to be taken, including terminating the Standing Offer for default.
- 16. Confidentiality.** The Contractor must keep confidential and not disclose or release for any purpose to any third party all information provided to the Contractor by or on behalf of the OAG in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work including all documents, reports, papers or other records and any information, advice, assistance, guidance, recommendations and matters. As such, information must be treated as confidential, used solely for the purpose of the Contract and remains the sole and exclusive property of the OAG. Subject to the *Access to Information Act*, R.S.C., 1985, c. A-1 (as amended) (the "**Access to Information Act**"), and to any right of the OAG under the Contract to release or disclose, OAG agrees not to release or disclose any information delivered to the OAG under the Contract that is proprietary to the Contractor or a subcontractor, except to other departments within the federal public administration as defined by the FAA and to the extent that the Contract expressly provides for release or disclosure to third parties.
- a. The obligations of the Parties set out in this section do not apply to any information where the same information:
    - i. is publicly available from a source other than the other Party;
    - ii. is or becomes lawfully known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information;
    - iii. is developed by a Party independently and without use of the information of the other Party;
    - iv. is authorized in writing in advance by the other Party to be released or disclosed by a Party to a third party solely for the purpose of the contract; or
    - v. is required to by law to be disclosed.
  - b. In the event the Contractor is required to disclose confidential or proprietary information by law, the Contractor shall promptly notify the OAG so that the OAG has a reasonable opportunity to prevent disclosure.



17. **Privacy.** Any personal information within the meaning of the *Privacy Act*, R.S.C., 1985, c. P-21 (as amended) (the “**Privacy Act**”), which is disclosed by the OAG, or is managed, accessed, collected, used, retained, created or disposed of in order to fulfill the requirements of this Standing Offer, shall be deemed to be under the OAG’s control, shall be made available to the OAG upon request and shall otherwise be treated in accordance with the *Privacy Act*. All such personal information is OAG property, and Contractor shall have no right in or to such personal information. Contractor shall segregate all such personal information (whether in electronic format or in hard copy) from its other records. Contractor agrees that all such personal information shall at all times be stored on segregated, stand-alone information systems in Canada that are not connected to networks or other technology systems that would permit access to such information from a jurisdiction other than Canada, except to the extent expressly permitted by this Standing Offer. Contractor agrees to maintain reasonably detailed access logs that would indicate each occurrence of access to any such personal information, other than by the OAG. The Contractor agrees to comply with the *Privacy Act* and any other Canadian privacy laws, to the extent that they are applicable to the Contractor.
18. **Access to Information.** Records created by the Contractor, and under the control of the OAG, are subject to the *Access to Information Act*. The Contractor acknowledges the responsibilities of the OAG under the *Access to Information Act* and must, to the extent possible, assist the OAG in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both. The Contractor consents, in the case of a Contract and any amendment with a value in excess of \$10,000 (including taxes), to the public disclosure of basic information, other than information described in any of paragraphs 20(1) (a) to (d) of the *Access to Information Act*, relating to the Contract and, where the Contract and any amendment with a value in excess of \$10,000 (including taxes) involves a former public servant in receipt of a pension under the *Public Service Superannuation Act*, R.S.C., 1985, c. P-36 (as amended), the Contractor consents, and acknowledges that the Contractor’s Personnel consents, to the public disclosure of basic information in accordance with the *Guidelines on the Proactive Disclosure of Contracts*.
19. **Copyright.** Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to the OAG. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate, in any such Work: ©Her Majesty the Queen in Right of Canada, as represented by the Auditor General of Canada, [year] or © Sa Majesté la Reine du chef du Canada, représentée par le vérificateur général du Canada, [year].
- a. At the request of the Contracting Representative, the Contractor must provide to the OAG, at the completion of the Work or at such other time as the Contracting Representative may require, a written permanent waiver of moral rights as defined in the *Copyright Act*, R.S.C., 1985, c. C-42 (as amended), in a form and content acceptable to the Contracting Representative, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor’s moral rights.
  - b. The Contractor agrees that the OAG may translate into the other official language of Canada any documentation delivered to the OAG by the Contractor that does not belong to the OAG. The Contractor acknowledges that the OAG owns the translation and that it is under no obligation to provide any translation to the Contractor. The OAG agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. The OAG acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.
20. **OAG Property.** The Contractor must take reasonable and proper care of all OAG Property in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.



- 21. Amendment.** To be effective and valid, any amendment to the Standing Offer must be prepared in writing by the Contracting Representative and signed by the authorized representative(s) of the OAG and Contractor. No increase in the total liability of the OAG or in the price of the Work resulting from any change, modification or interpretation of the Contract will be authorized by the OAG, or paid to the Contractor, unless such change, modification or interpretation of the Standing Offer is approved, in writing, in advance, by the OAG and before incorporation into the Work.
- 22. Assignment.** The Contractor must not assign the Standing Offer, or any benefit or burden hereunder, in whole or in part, without obtaining the prior written consent of the OAG, which may be withheld in the OAG's sole and absolute discretion. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. No assignment of the Standing Offer shall relieve the Contractor from any obligation under the Contract or impose any liability upon the OAG. Notwithstanding the foregoing, this Standing Offer shall ensure to the benefit of, and be binding upon, the Parties hereto and their lawful heirs, executors, administrators, and successors.
- 23. Change of Control.** The Contractor shall notify the OAG prior to any merger, amalgamation, transfer of a controlling interest in the Contractor or a sale of all or substantially all of the Contractor's assets and prior to entering into any subcontract with equivalent effect to, or in connection with, any such transaction. Contractor shall obtain the OAG's prior written consent to any such transaction or subcontract, which may be withheld in the OAG's sole and absolute discretion. In the event the Contractor fails to comply with this notice and consent requirement, the OAG shall be entitled to terminate the Standing Offer for default. Contractor's notice and request for consent shall include full particulars regarding the intended transaction or subcontract, including:
- a. an updated organizational chart, or similar description of the Contractor, both before and after the completion of any such transaction or subcontract;
  - b. a description of the nature of any such transaction or subcontract, including any amalgamations, wind-ups, asset transfers or other elements;
  - c. a list of the directors of the Contractor;
  - d. a list of the shareholders of the Contractor; and
  - e. any other information relevant, in the OAG's sole and absolute discretion, to any such transactions or subcontracts, including any information about the Contractor, successor entity, entity acquiring a controlling interest in the Contractor, entity purchasing all or substantially all of Contractor's assets, or subcontractor.
- 24. Suspension of the Work.** The Contracting Representative may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Standing Offer, Contract or Call-Up. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.
- 25. Default by the Contractor.**
- a. If the Contractor fails to perform any of its obligations under the Contract, or fails to make progress so as to endanger the performance of the Contract, the Contracting Representative may, by giving written notice to the Contractor, terminate for default the Standing Offer, Contract or Call-Up, or part of the Standing Offer, Contract or Call-Up. The termination will take effect immediately or at the expiration of any cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Representative within that cure period. For greater certainty, any default by the Contractor in relation to any Call-Up issued under the Standing Offer shall entitle the OAG, at its sole and absolute discretion, to terminate the Standing Offer and any or all other outstanding Call-Ups.



- b. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or if an order is made or a resolution passed for the winding-up of the Contractor, or if the Contractor makes a false, untrue or misleading certification, declaration or representation under the Standing Offer or Contract, whether made knowingly or unknowingly, or provides false, untrue or misleading information under or in relation to the Standing Offer or Contract, whether made knowingly or unknowingly, the Contracting Representative may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Standing Offer, Contract or Call-Up, or part of the Standing Offer, Contract or Call-Up.
  - c. If the OAG gives notice of termination under this section, the Contractor will have no claim for payment. The Contractor will be liable to the OAG for all losses and damages suffered by the OAG because of the default or occurrence upon which the notice was based, including any procurement costs and any increase in the cost incurred by the OAG in procuring the Work from another source. The Contractor agrees to repay immediately to the OAG the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section shall limit any other remedies that may be available to the OAG against the Contractor.
- 26. Termination for Convenience.** At any time before the completion of the Work, the Contracting Representative may, by giving notice in writing to the Contractor, terminate for convenience the Standing Offer, Contract or Call-Up, or part of the Standing Offer, Contract or Call-Up. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Standing Offer, Contract or Call-Up is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- a. If a termination notice is given pursuant to this section, the Contractor will be entitled to be paid for Work that has been completed and reimbursed for costs that have been reasonably and demonstrably incurred to perform the Contract, to the extent that the Contractor has not already been paid or reimbursed by the OAG, including:
    - i. on the basis of payment specified in the Contract, payment for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
    - ii. reimbursement of any direct costs incurred by the Contractor for work terminated by the termination notice before completion, excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
  - b. The OAG may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract. The total of the amounts, to which the Contractor is entitled to be paid and/or reimbursed under this section, together with any amounts paid, due or becoming due to the Contractor, must not exceed the Standing Offer Price. The OAG may withhold payment and/or reimbursement of any amounts under this section until such time as the Contractor has substantiated its entitlement to such amounts to the OAG's satisfaction. Upon payment of such amounts, the Contractor shall be deemed to have fully and finally released the OAG from any and all liability in connection with the Standing Offer or Contract. The Contractor will have no claim for damages, compensation, loss of profit, or economic loss arising out of any termination notice given by the OAG under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the OAG the portion of any advance payment that is unliquidated at the date of the termination.



**27. Replacement of Personnel.** The OAG may, at any time, order the removal and replacement of any Contractor Personnel (whether or not specifically identified in the Contract) on reasonable grounds, or in the event that any of the Contractor's Personnel are unable to perform and complete the Work to the satisfaction of the OAG, and the Contractor shall immediately remove the individual from performance of the Work and provide, payable at the same or lesser rate or price, subject to the prior written approval by the OAG, any replacement Contractor Personnel with the requisite ability, expertise and attainment to complete the Work.

- a. 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. If the Contractor is unable to provide the services of any specific individual identified in the Contract, at any time, it must provide a replacement with similar qualifications and experience payable at the same or lesser rate or price. The replacement must meet the criteria used in the selection of the Contractor and be of equal or greater ability, expertise and attainment, subject to prior written acceptance by the OAG. The Contractor must, as soon as possible, give written notice to the Contracting Representative 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, if applicable. Any such replacement may be rejected if, in the OAG's sole absolute discretion, the replacement fails to meet the criteria used in the selection of the Contractor or is not of equal or greater ability, expertise and attainment and the Contractor must not, in any event, allow performance of the Work by unapproved or unauthorized replacement persons prior to receipt of written acceptance of the OAG.
- b. The Contracting Representative may order that any 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 this section. The fact that the Contracting Representative 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.

**28. Liability and Infringement.**

- a. The Contractor is liable for any damage caused by the Contractor, Contractor's Personnel or Contractor's agents to the OAG or to any third party. The OAG is liable for any damage caused by the OAG, its employees or agents to the Contractor or to any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.
- b. The Contractor represents and warrants that, to the best of its knowledge, neither it nor the OAG will infringe any third party's intellectual property rights in performing or using the Work, and that the OAG will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- c. If anyone makes a claim against the OAG or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against the OAG, the OAG must have the regulation and conduct of all litigation for or against the OAG, but the OAG may request that the Contractor defend the OAG against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- d. The Contractor has no obligation regarding claims that were only made because:



- i. the OAG modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract;
  - ii. the OAG used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications);
  - iii. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by the OAG (or by someone authorized by the OAG); or
  - iv. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Representative; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the OAG. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or the OAG, will defend both [Contractor name] and the OAG against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to the OAG for the claim.
- e. If anyone claims that, as a result of the Work, the Contractor or the OAG is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- i. take whatever steps are necessary to allow the OAG to continue to use the allegedly infringing part of the Work;
  - ii. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - iii. take back the Work and refund any part of the Standing Offer Price that the OAG has already paid, and if the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, the OAG may choose either to require the Contractor to do (iii), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse the OAG for all the costs it incurs to do so.

**29. Transportation Costs and Carriers' Liability.** If transportation costs are payable by the OAG under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice. The OAG shall make no payment for insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the OAG (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

**30. Right of Set-off.** Without restricting any right of set-off given by law, the OAG may withhold or deduct from, or reduce or set-off against, any amount payable to the Contractor under the Contract, or under any other current contract, any amount as the OAG reasonably determines to be necessary to cover any non-performance, indemnity or liability of the Contractor in relation to this Standing Offer.

**31. Conflict of Interest and Values and Ethics Codes.** Contractor acknowledges having read the *Code of Values, Ethics & Professional Conduct for the Office of the Auditor General of Canada*, (the "OAG Code") which the Contractor agrees shall govern the conduct of the Contractor and the Contractor's Personnel in respect of the Contract. The Contractor agrees all Contractor Personnel





shall conduct themselves in compliance with the principles of the *OAG Code*. The Contractor acknowledges that third parties who are subject to the provisions of the *Conflict of Interest Act*, S.C. 2006, c.9, s.2 (as amended), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other equivalent codes of values and ethics applicable within specific government organizations cannot derive any direct benefit resulting from the Contract, including any member of the House of Commons or Senate.

**32. No Bribe, Benefit or Conflict.**

- a. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the OAG or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- b. For the purpose of this section, conflict of interest means any matter, circumstance, interest, or activity affecting the Contractor or Contractor Personnel, which impairs, may impair or may appear to impair the ability of the Contractor or Contractor Personnel to perform the Work and any obligations under the Contract diligently, independently and otherwise in compliance with the principles of the OAG Code.

The Contractor and Contractor Personnel must not influence, seek to influence or otherwise take part in a decision of the OAG knowing that the decision might further its private interest. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no real, perceived or potential conflict of interest exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a real, perceived or potential conflict of interest in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Representative in writing without delay. If the OAG is of the opinion that a real, perceived or potential conflict of interest exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Representative's attention, the Contracting Representative may require the Contractor to take steps to resolve or otherwise deal with such conflict of interest or, at the OAG's sole and absolute discretion, the Contract may be terminated for default.

**33. International Sanctions.** The Contractor must not supply to the OAG any goods or services that originate, either directly or indirectly, from persons or countries which are subject to economic sanctions imposed by Canada. The Contractor must comply with changes to any legislation or regulations applicable to economic sanctions imposed during the period of the Standing Offer. The Contractor must immediately advise the OAG if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of the OAG in accordance with the provisions of the Standing Offer.

**34. Integrity Provisions.** The Contractor shall comply with the Integrity Provisions set out in this section.

**a. Statement**

- i. The Contractor represents and warrants that it responded to the RFSO in an honest, fair and comprehensive manner, accurately reflecting the Contractor's capacity to satisfy the requirements of this Standing Offer, and undertakes to fulfill all obligations of the Standing Offer or a Contract, including the terms set out in these Integrity Provisions.



- ii. The Contractor confirms that it understands that convictions of certain offences, a false declaration in its Proposal, a false declaration under the Standing Offer or a Contract or failing to maintain up-to-date information requested may lead to termination of the Standing Offer and Contract, if applicable, for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the Term of the Standing Offer, the OAG may, following a notice period, terminate for default. The Contractor understands that termination for default will not restrict the OAG's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
- b. List of Names
  - i. The Contractor must immediately inform the OAG in writing of any changes during the Term of the Standing Offer to the list of names of directors and owners provided with its Proposal.
- c. Information Verification
  - i. The Contractor certifies that it is aware, and its Affiliates are aware, that the OAG may verify at any time during the Term of the Standing Offer, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. The OAG may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with the OAG.
- d. *Lobbying Act*
  - i. The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer or a Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*, R.S.C., 1985, c. 44 (4<sup>th</sup> Supp.) (as amended) (the "**Lobbying Act**").
- e. Canadian Offences Resulting in Legal Incapacity
  - i. The Contractor certifies that:
    - 1. neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code*, R.S.C., 1985, c. C-46 (as amended) (the "**Criminal Code**"), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
      - a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *FAA*, or section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code*, and
    - 2. it has not been convicted of or pleaded guilty to the offences resulting in legal incapacity and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render any Affiliate ineligible to be awarded a Standing Offer due to legal incapacity.
- f. Canadian Offences
  - i. The Contractor certifies that:



1. it and its Affiliates have not, in the last three (3) years, from the date of Standing Offer award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
    - a. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code*, or
    - b. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act*, R.S.C., 1985, c. C-34 (as amended), or
    - c. section 239 (*False or deceptive statements*) of the *Income Tax Act*, R.S.C., 1985, c.1 (5<sup>th</sup> Supp.) (as amended), or
    - d. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, R.S.C., 1985, c. E-15 (as amended), or
    - e. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
    - f. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended), or
  2. the Contractor has not been convicted of or pleaded guilty to the offences resulting in ineligibility for Standing Offer award and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make any Affiliate ineligible for contract award.
- g. Foreign Offences
- i. The Contractor certifies that:
    1. it and its Affiliates have not, in the last three (3) years, from the date of Standing Offer award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in OAG's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for Standing Offer award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection, provided:
      - a. the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;
      - b. the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;
      - c. the court's decision was not obtained by fraud; and



- d. the Contractor or the Affiliate of the Contractor was entitled to present to the court every defence that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or
      2. the Contractor has not been convicted of or pleaded guilty to the offences similar to those resulting in legal incapacity and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences similar to those that would render any Affiliate ineligible to be awarded a contract.
- h. Ineligibility to Contract with OAG
  - i. The Contractor confirms that it understands that if after Standing Offer award they are convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with the OAG. If, after Standing Offer award, a Contractor becomes so ineligible, the OAG may, following a notice period, declare the Contractor to be ineligible and, to the extent that a Standing offer has been awarded:
    1. terminate the Standing Offer and any Contract for default; or
    2. require the Contractor to enter into an Administrative Agreement with the OAG on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
  - ii. The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with the OAG. If, after Standing Offer award, an Affiliate of a Contractor becomes ineligible to contract with the OAG, the OAG may, following a notice period, declare the Contractor to be ineligible and, to the extent that a Standing Offer has been concluded:
    1. terminate the Standing Offer and any Contract for default if, in the opinion of the OAG there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
    2. require the Contractor to enter into an Administrative Agreement with the OAG on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
  - iii. The Contractor confirms that it understands that where it has been declared to be ineligible to contract under the Government of Canada *Ineligibility and Suspension Policy*, it may also be ineligible to contract with the OAG under these Integrity Provisions for the duration of the period that may be determined by the OAG. Where the Contractor has been declared to be ineligible under the Government of Canada *Ineligibility and Suspension Policy* after Standing Offer award, the OAG may, following a notice period:
    1. terminate the Standing Offer and any Contract for default; or
    2. require the Contractor to enter into an Administrative Agreement with the OAG on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
  - iv. The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the *Lobbying Act* subsection, it is ineligible to contract with the OAG under these Integrity Provisions for the duration of the period that may be determined by the OAG. Where the Contractor has been declared to be ineligible as a result of a breach under the Lobbying Act subsection, after Standing Offer award, the OAG may, following a notice period:
    1. terminate the Standing Offer and any Contract for default; or
    2. require the Contractor to enter into an Administrative Agreement with the OAG on such terms and conditions as are necessary to safeguard the integrity of the procurement process.



- i. Declaration of Offences Committed
  - i. The Contractor understands that it has a continuing obligation to immediately declare all convictions to OAG under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.
- j. Period of Ineligibility
  - i. The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with the OAG:
    - 1. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of Ineligibility to be awarded a Standing Offer or Contract is indefinite, subject to the Canadian Pardons subsection;
    - 2. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of Ineligibility to contract with the OAG is ten years from the date of determination by the OAG, subject to the Canadian Pardons and Foreign Pardons subsections;
    - 3. subject to an Administrative Agreement, for all breaches under the *Lobbying Act* subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of Ineligibility to contract with the OAG is ten years from the date of determination by the OAG.
- k. Canadian Pardons
  - i. A determination of Ineligibility to contract with the OAG will not be made or maintained by the OAG under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of Ineligibility, if the Contractor or its Affiliate has:
    - 1. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
    - 2. been granted a pardon under Her Majesty's royal prerogative of mercy;
    - 3. been granted a pardon under section 748 of the *Criminal Code*;
    - 4. received a record of suspension ordered under the *Criminal Records Act*, R.S.C., 1985, c. C-47 (as amended) ; or
    - 5. been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act*, S.C. 2012, c.1 (as amended) comes into force.
- l. Foreign Pardons
  - i. A determination of Ineligibility to contract with the OAG will not be made or maintained, as the case may be, by the OAG in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of Ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, at the sole and absolute discretion of the OAG, including conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.
- m. Period of Ineligibility for Breaching Administrative Agreements
  - i. The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the OAG will lengthen the period of Ineligibility for a period to be determined by the OAG.
- n. Obligations on Subcontractors



- i. The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Standing Offer or a Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Contracting Representative. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been granted by the Contracting Representative, the OAG will declare the Contractor to be ineligible to contract with the OAG for a period of five (5) years.
- 35. No Exclusivity.** The OAG is procuring the Work on a non-exclusive basis and nothing herein shall prevent the OAG from contracting with any third party as an alternate or supplemental supplier for the performance of the same or similar Work at any time during the Term of the Standing Offer, in which event the Contractor shall fully cooperate with, and not interfere with, such third party. For greater certainty, nothing herein grants the Contractor an exclusive right to perform the Work contemplated under the Standing Offer or a Contract.
- 36. No Publicity.** The Contractor shall have no right to publish, in whole or in part, any Work performed for the OAG pursuant to or in connection with this Standing Offer without the OAG's prior written consent. The Contractor and Contractor Personnel are not authorized under any circumstance, to speak to or address the media or otherwise publicize the Work for any reason in connection with the performance of their contractual duties, except to disclose the fact it is doing business with the OAG or to confirm any information that (a) is publicly available from a source other than the Contractor; (b) is authorized in writing in advance by the OAG to be publically released or disclosed; or (c) is required to by law to be disclosed.
- 37. Notices and Approvals.** Any notice, request, direction, approval, authorization or other communication required to be given or made by either Party under the Standing offer shall be in writing and is effective if delivered in person, sent by registered mail, or sent by electronic mail to the Party for whom it is intended at the respective address set out in the Standing Offer (as may be revised from time to time by written notice). Any such notice, request, direction, approval, authorization or other communication shall be deemed to have been given or made: (i) if delivered in person, on the day of delivery; (ii) if sent by registered mail, when postal receipt is acknowledged by the other Party; and (iii) if sent by email, the first business day following transmission unless the sending party receives acknowledgement of delivery failure.
- 38. Severability.** Any provision of this Standing Offer that is declared invalid, illegal or unenforceable by a court of competent jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability and shall be severed and removed from the balance of this Standing Offer, all without affecting the remaining provisions of this Standing Offer or affecting the validity, legality or enforceability of such provision in any other jurisdiction.



- 39. Waiver.** The failure of any Party to enforce at any time any of the provisions, conditions or requirements of this Standing Offer or a Contract, or to require at any time performance by the other Party of any of such provisions, conditions or requirements, shall not be construed to be a present or future waiver of such provisions, conditions or requirements, nor in any way affect the validity of this Standing Offer or a Contract, or any part thereof, or the right of the other Party thereafter to enforce each and every such provision, condition or requirement, as applicable. Any waiver by a Party hereto shall apply only as to its rights hereunder and not to the rights of the other Party unless that Party consents in writing thereto. The waiver by any Party of any provision, condition or requirement of this Standing Offer or a Contract shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement and shall not be valid, binding or effective unless made in writing and signed by a duly authorized representative of such Party. Any waiver by the OAG of a breach of any provision, condition or requirement of this Standing Offer or a Contract shall not be treated or interpreted as a waiver of any subsequent breach and shall not prevent the OAG from enforcing that provision, condition or requirement in the event of any such breach.
- 40. Further Assurances.** The Contractor shall, whenever requested by the OAG, at the Contractor's sole cost and expense, execute and deliver any and all applications, assignments and other instruments necessary to confirm or register the OAG's rights hereunder.
- 41. Counterparts and Email Copies.** This Standing Offer may be executed in one (1) or more counterparts, all of which taken together shall constitute the same instrument of agreement and any counterparts may be delivered by electronic mail transmission, and such method of execution and delivery shall constitute good and valid execution and delivery of an original, legal, valid, binding and enforceable agreement. Notwithstanding the foregoing, each Party shall endeavor to deliver to the other Party an original signed version of this Standing Offer as soon as possible following execution.
- 42. Dispute Resolution.** The Parties understand that the Office of the Procurement Ombudsman will, in accordance with the *Department of Public Works and Government Services Act*, (a) participate in an alternative dispute resolution process respecting the interpretation or application of the terms and conditions of the Standing Offer upon request and consent of the Parties; and (b) review certain complaints subject to applicable statutory and regulatory requirements. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca).
- 43. Entire Agreement and Governing Law.** The Standing Offer constitutes the entire and only agreement between the Parties with respect to the subject matter herein and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Standing Offer. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Standing Offer. In the event and to the extent of any discrepancies or conflicts between these General Conditions and anything in the other documents making up this Standing Offer, the General Conditions shall prevail unless expressly superseded. This Standing Offer shall be governed by and construed in accordance with, and the relations between the Parties determined by, the applicable provincial and federal laws in force in Ontario, Canada.



Office of the  
Auditor General  
of Canada

Bureau du  
vérificateur général  
du Canada

Schedule "B"  
Statement of Work

<<Note to Bidders: Statement of Work from  
Section 2 of the RFSO to be inserted  
by the OAG after Standing Offer award>>






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**APPENDIX A                      DECLARATIONS AND CERTIFICATIONS**

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Without limitation to section 1.4 (Required Forms) of this RFSO, Bidders are to include **ALL** of the following declarations and certifications with their proposal as a condition precedent to any standing offer award resulting from this RFSO.

Any certification and declaration provided by Bidders is subject to verification by the OAG at all times and the Contracting Representative may request any additional information in this regard.

In the event any certification or declaration made by the Bidder is found to be untrue, whether made knowingly or unknowingly, or in the event any Bidder fails to comply or cooperate with any request for additional information, the OAG may, in its sole and absolute discretion, deem the Bidder's proposal to be non-compliant and give it no further consideration during the evaluation period of this RFSO or terminate any resulting standing offer for default.

**1. Bidder's Legal and Business Information**

For information purposes only, Bidders are to complete the table below.

Legal Name of Bidder	
Business Association (for example, corporation, joint venture, partnership, sole proprietorship)	
Business Address (including street address, city, country and postal code or their equivalents)	
Telephone and Facsimile Numbers	
Point of Contact for Bidder and any resulting standing offer (name, title, telephone and email address)	
Bidder's Procurement Business Number (PBN) and/or GST/HST/QST registration number.  Bidders are solely responsible for obtaining their own advice regarding tax laws in various Canadian jurisdictions.	
Place of Residence for Canadian Tax Purposes (If not specified, the Bidder is deemed to represent and warrant it is a resident of Canada)	
Aboriginal Supplier Self-Identifier and/or Comprehensive Land Claims Agreement (CLCA) Unique Identifier, if applicable	

**2. Security Clearance**

Before the award of any standing offer, or any call-up resulting therefrom, all Bidder personnel requiring access to OAG's classified or protected information, networks and/or office space **MUST** possess a valid Government of Canada Security Clearance at a minimum level of "Reliability Status". Bidders are to provide the name(s) of all such individuals together with evidence of the required security clearance(s). Such personnel will be expected to understand, sign and adhere to the OAG Security Policy.



Bidder personnel are reminded to obtain the required security clearance promptly. Any delay in the award of a standing offer, or any call-up resulting therefrom, to permit time for receipt of the required security clearance will be at the sole and absolute discretion of the OAG Contracting Representative.

### 3. Employment Equity

The Federal Contractors Program for Employment Equity (FCP-EE) requires that certain organizations bidding for federal government contracts make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. All Bidders **MUST** check the appropriate box(es) below.

FCP-EE requirements do not apply for the following reason(s):

- Bidder will not be awarded a contract of \$1,000,000 or more (including all applicable taxes) based on the proposal submitted;
- Bidder has fewer than 100 permanent part-time and/or full-time employees; and/or
- Bidder is a federally regulated employer;

**or**, FCP-EE requirements do apply, and the Bidder encloses the necessary evidence of compliance with the FCP-EE:

- Bidder's valid and current Agreement to Implement Employment Equity duly signed by an authorized representative is attached; or
- Bidder's valid and current Agreement to Implement Employment Equity number issued by ESDC-Labour (Certificate number) is: \_\_\_\_\_

**and**, by submitting a proposal, the Bidder certifies that it, and any of the Bidder's subcontractors or members, are not named on the FCP-EE limited eligibility to bid list maintained by ESDC-Labour. In the event the Bidder, or any of the Bidder's subcontractors or members, are named on the FCP-EE limited eligibility to bid list maintained by ESDC-Labour, the OAG may, in its sole and absolute discretion, reject the Bidder's proposal and give it no further consideration.

**Note:** The FCP-EE applies to Canadian-based Bidders only.

### 4. Certification of Education and Experience

By submitting a proposal, the Bidder certifies that all statements made with regard to the education and the experience of individuals proposed to deliver the services are accurate and factual, and the Bidder is aware that the OAG reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant and given no further consideration.

### 5. Certification of Availability and Status of Personnel

#### 5.1 Availability and Status of Personnel

By submitting a proposal, the Bidder certifies that, should it be awarded a standing offer as a result of this RFSO, every individual proposed in its proposal will be available to perform the services as required by the OAG, in the manner and at the times specified in the RFSO or as otherwise agreed with the Contracting Representative. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its proposal, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Representative in writing of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement as well as proof that the replacement has the required security clearance, if applicable. For the purpose of this certification, reasons beyond the control of the Bidder may include, without limitation,



death, sickness, maternity and parental leave, retirement, resignation, dismissal, or termination of an agreement.

If the Bidder has proposed any individual who is not an employee of the Bidder to perform the services, in whole or in part, the Bidder hereby certifies that it has written permission from such individual (or the employer of such individual) to propose such individual in relation to the services to be performed and to submit such individual's résumé to the OAG. The Bidder must, upon the request of the OAG, provide a copy of such written permission, in relation to any or all non-employees proposed. Failure to comply with such a request may, in the OAG's sole and absolute discretion, result in the Bidder's proposal being rejected and given no further consideration.

## 6. Certification of Former Public Servant in Receipt of a Pension

Bidders are to check the appropriate box(es) below.

Is the Bidder, or any of the Bidder's directors or officers, or any employees or subcontractors who may perform work under any standing offer resulting from this RFSO, a former public servant (FPS) in receipt of a pension under the *Public Service Superannuation Act* (PSSA)?      **Yes ( )**      **No ( )**

If yes, the Bidder must provide the following information in respect of any and all individuals:

- a) Name of public servant;
- b) Date of termination of employment or retirement from the Public Service

By providing this information, the Bidder acknowledges and agrees that the individual's status as a FPS in receipt of a pension will be reported on the OAG website as part of the published proactive disclosure reports in accordance with the following policy instruments issued by Treasury Board Secretariat: *Contracting Policy Notice: 2012-2* and the *Guidelines on the Proactive Disclosure of Contracts* in the event the Bidder is awarded any standing offer resulting from this RFSO and any contract or amendment resulting therefrom is valued in excess of \$10,000 (including taxes).

A FPS is any former member of a department as defined in the *Financial Administration Act*, R.S.C., 1985, c. F-11 (as amended), a former member of the Canadian Armed forces or a former member of the Royal Canadian Mounted Police (\*) and may be:

- a) An individual,
- b) An individual that has incorporated,
- c) A partnership made of former public servants in receipt of PSSA pensions;
- d) A sole proprietorship or entity where the affected individual has a controlling (\*\*) or major (50% + 1) interest in the entity.

(\*) It does not include pensions payable pursuant to Canadian Forces Superannuation, Defence Services Pension Continuation, Royal Mounted Police Superannuation, Members of Parliament Retiring Allowances and Canada Pension Plan

(\*\*) For this purpose, "controlling" includes everyone, but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, where individuals or directors, directly or indirectly either controls or has the power to control the other(s).

### Work Force Reduction Program

Is the Bidder, or any of the Bidder's directors or officers, or any employees or subcontractors who may perform work under any standing offer resulting from this RFSO, a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?      **Yes ( )**      **No ( )**

If so, the Bidder must provide the following information:

- a) Name of public servant;
- b) Conditions of the lump sum payment incentive;
- c) Date of termination of employment;



- d) Amount of lump sum payment;
- e) Rate of pay on which lump sum payment is based;
- f) Period of lump sum payment including start date, end date and number of weeks;
- g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

A *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.

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 the Goods and Services Tax or Harmonized Sales Tax.

## 7. Integrity Provisions

By submitting a proposal, the Bidder certifies that the Bidder and its Affiliates (as that term is defined in Schedule A of Section 5 (Standing Offer Terms and Conditions) of this RFSO) are compliant with the integrity provisions set out in Schedule A of Section 5 (Standing Offer Terms and Conditions) of this RFSO (the “**Integrity Provisions**”).

### 1. Statement

- a. By submitting a proposal, the Bidder agrees to comply with the terms and conditions set out in the Integrity Provisions that apply to and form part of any standing offer resulting from this RFSO. In addition, the Bidder agrees to respond to the RFSO in an honest, fair and comprehensive manner, and to accurately reflect their capacity to satisfy the requirements stipulated in the RFSO and any resulting standing offer, and to submit a proposal as well as enter into a standing offer or contract only if they will fulfill all resulting obligations.
- b. By submitting a proposal, the Bidder confirms that they understand that being convicted of certain offences will render them ineligible to be awarded a standing offer. The OAG will declare non-responsive any proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by OAG to be untrue in any respect, at the time of standing offer award. If it is determined by the OAG, after standing offer award, that the Bidder made a false declaration, OAG will, following a notice period, have the right to terminate the standing offer, and any contract resulting therefrom, for default.

### 2. List of Names

- a. Bidders who are incorporated **MUST** provide a complete list of names of all individuals who are currently directors of the Bidder. A Bidder bidding as a sole proprietorship, must provide a list of the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide a list of names.
- b. If the required list of names has not been received by the time the evaluation of proposals is completed, OAG will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the proposal non-responsive. Providing the list of names is a mandatory requirement for standing offer award.
- c. The Bidder must immediately inform OAG in writing of any changes to the list of names of directors or owners that occur during this RFSO process.

### 3. Request for Additional Information

By submitting a proposal, the Bidder certifies that it is aware, and that its Affiliates are aware, that OAG may request additional information, certifications, validations from a third party qualified by the OAG, and other evidentiary elements proving identity or eligibility to contract with OAG. OAG may also verify the information provided by the Bidder, including the information relating to



convictions for certain offences and any conditional or absolute discharges specified in the Integrity Provisions.

4. Suspension of Period of Ineligibility

The Bidder confirms that it understands that a determination of Ineligibility (as that term is defined in Schedule A of Section 5 (Standing Offer Terms and Conditions) of this RFSO) for entering into government contracts made under the Integrity Provisions may be suspended by the OAG through an Administrative Agreement (as that term is defined in Schedule A of Section 5 (Standing Offer Terms and Conditions) of this RFSO), to the extent that it is permissible in law. The period of Ineligibility applicable to that Bidder or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of Ineligibility on solicitations issued after it has been concluded.

5. Period of Ineligibility for Providing False or Misleading Information

The Bidder confirms that it understands that where it has made a false declaration or provided false or misleading information under the Integrity Provisions, the OAG will declare a Bidder to be ineligible to be awarded contracts for a period of ten (10) years. The period of Ineligibility is effective from the date of determination by the OAG.

6. Period of Ineligibility for Breaching Administrative Agreements

The Bidder confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the OAG will lengthen the period of Ineligibility for a period to be determined by the OAG.

7. Suspension of a Bidder

The Bidder confirms that it understands that the OAG may suspend a Bidder from being awarded a contract for a period of up to eighteen (18) months, subject to renewal, pending completion of the criminal proceeding, if the Bidder has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Bidder has admitted to being guilty of any of these offences. The period of Suspension is effective from the date of determination by the OAG. A period of Suspension (as that term is defined in Schedule A of Section 5 (Standing Offer Terms and Conditions) of this RFSO) does not abridge or suspend all other periods of Ineligibility that may be imposed on a Bidder by the OAG.

8. Third Party Validation

The Bidder confirms that it understands that where it or any of the Bidder's Affiliates has been subject to a period of Ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections in Schedule A of Section 5 (Standing Offer Terms and Conditions) of this RFSO do not apply, the Bidder must provide by the Deadline for Proposals, a confirmation from an independent third party, recognized in advance by the OAG, confirming that measures have been put in place in order to avoid the re-occurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this proposal non-responsive.

9. Subcontractors

The Bidder must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those in Schedule A of Section 5 (Standing Offer Terms and Conditions) of this RFSO.

10. Public Interest Exception

The Bidder confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, OAG may enter in a standing offer with a Bidder, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections in Schedule A of Section 5 (Standing Offer Terms and Conditions) of this RFSO, where the OAG considers it necessary to the public interest for reasons which include, but are not limited to:
  - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
  - ii. the Bidder is the only person capable of delivering the services;



- iii. the standing offer is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
  - iv. not entering into the standing offer with the Bidder would have a significant adverse impact on the statutory mandate of the OAG, or otherwise adversely affect health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. OAG may only enter into a standing offer with an ineligible Bidder under this subsection where the ineligible Bidder has concluded an Administrative Agreement with the OAG, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

**8. Conflict of Interest**

By submitting a proposal, the Bidder:

- a. acknowledges having read the *Code of Values, Ethics & Professional Conduct for the Office of the Auditor General of Canada*, which the Bidder agrees shall govern the conduct of the Bidder and the Bidder's personnel in respect of this RFSO and any resulting standing offer;
- b. agrees that all actual, potential and perceived conflicts of interest that may affect work with the OAG, or may affect submission of a proposal in response to this RFSO, or may affect any standing offer resulting from this RFSO, shall be disclosed in writing to the Contracting Representative without delay; and
- c. undertakes to ensure that all Bidder personnel conduct themselves in compliance with the principles of the *Code of Values, Ethics & Professional Conduct for the Office of the Auditor General of Canada* in respect of this RFSO and any resulting standing offer.

**9. Bidder's Authorized Signatory**

The undersigned, on behalf of the Bidder, hereby offers to the OAG, all necessary services, goods, labour, superintendence, equipment, supplies and other accessories necessary to supply the services as further described in Section 2 (Statement of Work) of this RFSO. If awarded a standing offer by the OAG, the Bidder hereby irrevocably undertakes to perform and complete the services at the place and in the manner set out in accordance with the documents specified in the RFSO. By submitting a proposal and signing below, the Bidder declares and certifies that the information submitted with the proposal in response to this RFSO is accurate and complete and agrees with the terms and conditions of the RFSO, including the terms and conditions of any resulting standing offer.

<b>AUTHORIZED SIGNATORY OF BIDDER</b>			
<b>SIGNATURE:</b>		<b>DATE</b>	
<b>NAME AND TITLE OF SIGNATORY (please print):</b>			