



## Request For Proposals #346 (“RFP”) Occupational Therapist Services

The Office of the Auditor General of Canada (“OAG”) requires a contractor to provide Occupational Therapist Services as further described in Section 2 (Statement of Work) of this RFP.

The OAG conducts independent audits and studies that provide objective information, advice and assurance to Parliament, territorial legislatures, boards of Crown corporations, government 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 RFP describes the process by which a supplier, who is the person or entity submitting a proposal responding to the requirements of the RFP and having legal capacity to contract (a “Bidder”), may be selected for recommendation of contract award. The resulting contract from this RFP will be for one (1) year term, including an irrevocable option for the OAG to extend the term for up four (4) additional one (1) year period(s).

OAG has received Occupational Therapist services from February 2012 to present and the total volume of work occurred on annual basis is provided below:

Year	\$ amount
2012	\$700
2013	\$4,690
2014	\$3,654
2015	\$700
2016	\$2,295
2017	\$3,885
2018	\$1,764
2019	\$8,722
2020	\$11,060
2021	\$18,522

The inclusion of this data in this RFP does not represent a commitment by OAG that OAG’s future volumetric data will be consistent with this data. It is provided purely for information purposes and will not form part of the resulting Contract. Bidders may decide in their sole discretion whether or not to take this information into consideration in preparation for their bids. Bidders may also decide in their sole discretion how to interpret and use this information during their bid preparation.

### **Summary of Key RFP Dates and Defined Terms**

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

Date of Issuance:	September 9, 2021
Deadline for Requests for Clarification:	October 5, 2021 at 2:00 PM Ottawa local time
Deadline for Proposals:	October 19, 2021 at 2:00 PM Ottawa local time
Proposal Validity Period:	120 calendar days from Deadline for Proposals
Proposal Delivery Address:	Proposals 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, proposals transmitted by facsimile will not be accepted
Request for Clarification Address:	<a href="mailto:suppliers@oag-bvg.gc.ca">suppliers@oag-bvg.gc.ca</a>
Procurement and Contracting Officer:	<b><i>Irena Dule</i></b>

### **Incorporated Sections and Forms**

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

Instructions to Bidders:	See Section 1 (RFP Instructions and 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 Contract:	See Section 5 (Contract Terms and Conditions)
Required Forms:	Appendix "A" (Declarations and Certifications)

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## **SECTION 1 RFP 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 RFP. 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 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 RFP clearly identified, as follows:

- Technical Offer - one (1) electronic copy by email in PDF or Word format
- Financial Offer - one (1) electronic copy by email in PDF or Word format
- Certifications - one (1) electronic copy by email in PDF or Word format

**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 RFP are to be: (i) received no later than the Deadline for Requests for Clarification specified on page 1 of this RFP; (ii) addressed to the Procurement and Contracting Officer in English or French; and (iii) made in writing by electronic mail referencing this RFP in the subject line to the Request for Clarification Address specified on page 1 of this RFP.

1.3.1 Answers to such requests will be made available as written addenda to this RFP 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 RFP, may in the OAG's sole discretion, result in the Bidder's disqualification and the rejection of their proposal. Nothing in this RFP limits the OAG's right, in its sole 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 RFP.

1.4 Required Forms. Bidders are to include with their Certifications proposal any forms listed in Appendix "A" (Declarations and Certifications) to this RFP. Where a Bidder fails to include any such forms with its proposal, the OAG may, in its sole discretion: (a) require the submission of such forms within a prescribed timeframe satisfactory to the OAG prior to the Anticipated Contract 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 RFP; (b) agrees unconditionally to all the terms and conditions set out in this RFP, including without limitation the terms and conditions of any resulting contract, if awarded, as set out in Section 5 (Contract 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 the entire requirement of the RFP, 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 RFP, the OAG reserves the right, in its sole discretion, to:
  - (a) accept proposal(s): (i) which in the OAG's sole discretion, fail in any material respect to comply with the requirements of this RFP; 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 discretion, no proposals meet the requirements of this RFP, 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 RFP; 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 discretion;
  - (d) cancel, modify, re-issue and suspend: (i) any aspect of this RFP, in whole or in part, at any time, for any reason; and (ii) the schedule of this RFP, 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 Contract Award Date and any other activity or date stipulated in this RFP; and (iii) this RFP in its current or modified form and invite new proposals only from the Bidders who submitted proposals in response to this RFP where none of those proposals meet the requirements of the RFP and to do so is deemed, in the OAG's sole discretion, to be in the OAG's best interests;
  - (e) award, as a result of this RFP: (i) one (1) contract; (ii) more than one (1) contract; and (iii) no contract;
  - (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 RFP 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 RFP in any material respect, in the OAG's sole 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 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 discretion, would impair the OAG's ability to enter into the productive business arrangement contemplated by this RFP; (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 discretion, they do not materially affect the ability of the bidder to provide the services or goods required by this RFP; and

(i) invite only the Bidders who submitted proposals in response to this RFP to resubmit their proposals within a time period specified by the OAG in the event no proposals meet the requirements of this RFP, where to do so is deemed to be in the OAG's best interest, in its sole discretion, and provided the requirements of the RFP 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 RFP 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 RFP, 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 RFP, 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 RFP or may have otherwise at law, the OAG may elect to exercise its sole discretions pursuant to this RFP 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 RFP, the total maximum of any such compensation shall be limited to one thousand dollars (\$1,000.00).
- 1.9 Amendment. Any amendment to this RFP shall be issued by the OAG in writing in both official languages and will be made available in the form of an addendum in the same manner as this RFP is issued.
- 1.10 Property. Proposals received in response to this RFP 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 RFP 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.
- 1.12 Resulting Contracts. Bidders who submit a proposal agree to be bound by the instructions, terms and conditions of the RFP and accept the terms and conditions of the resulting contract(s). The contract(s) resulting from this RFP 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 (Contract 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 RFP as the OAG may deem appropriate, in its sole discretion, to include as part of the resulting contract(s); (d) this RFP; 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 five (5) calendar days of the OAG's notification of the results of this RFP. Any such debriefing may be conducted in writing, in person or by telephone, in the official language of choice of the bidder, at the OAG's sole 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 RFP and disclaims all express and implied representations, warranties, and conditions in connection with this RFP. 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 RFP, and, if required, obtaining any additional information and clarification of the requirements or other matters in this RFP, prior to submitting a proposal.
- 1.15 General. This RFP 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 contract award. In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflict of or between the wording of this RFP and the wording of documents submitted by the Bidder, the wording of this RFP 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 RFP, the common interpretation between the two versions shall govern.

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## **SECTION 2 STATEMENT OF WORK**

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### **I. Background**

The Auditor General of Canada (OAG) is an Agent of Parliament who audits federal government departments and agencies, most Crown corporations, and many other federal organizations. The Auditor General is also the auditor for the governments of Nunavut, Yukon, and the Northwest Territories, and reports directly to their legislative assemblies.

The work of the OAG is conducted by a diverse staff of approximately 700 professionals and other personnel. 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.

The Workplace and Wellness Team wants to be a leader to increase support for employees and managers in the following situations:

**Disability Management** – Disability management focuses on absences from work as a result of illness, injury or disability, and on preventing the risks that cause these absences. It is a deliberate and coordinated effort by employers to reduce the occurrence and effect of illness and injury on workforce productivity, and to promote employee attachment. Its three components are prevention, support for recovery and accommodation.

**Workplace Accommodation** – The duty to accommodate is a legal obligation (pursuant to sections 2 and 15 of the *Canadian Human Rights Act*) that requires employers to identify and remove barriers that have an adverse impact on employees protected under the Act and to implement measures necessary to allow these employees to perform their duties to the best of their abilities.

**Employee Wellbeing** – The OAG is committed to provide a healthy, safe, respectful and inclusive workplace.

### **II. Objective**

The Office of the Auditor General (OAG) requires the services of a Contractor to provide the services of Occupational Therapist(s) on an "as and when requested" basis via Task Authorizations, to provide assistance to the OAG in relation to support for recovery, return to work, workplace accommodation and employee wellbeing. Contractor's proposed Occupational Therapist(s) will provide recommendations, develop guidelines and assist OAG managers in supporting OAG employees returning to work after illness, injury and/or disability.

### **III. Scope of Requirement**

The work will involve information gathering, consulting with OAG employees and assisting the OAG with any assigned cases. Due to the episodic nature of the services, the Contractor will be assigned specific cases with details on the name of the employee, type of services and deliverables being requested, timing and reporting parameters as specified in the Task Authorization form.

Regular updates will be provided on active cases and periodic meetings will be scheduled with the OAG, to document progress, lessons learned and best practices.

**Disability Management** - The OAG wishes to provide the best support possible for their employees. We are, therefore, seeking the services of a Contractor to help ensure that employees and managers

involved in the return to work and other processes related to disability management have the required information and support necessary to achieve the most positive outcome possible for all involved.

**Workplace Accommodation** –The OAG is committed to establishing and maintaining effective processes and procedures to ensure a healthy, safe and inclusive workplace and provide workplace accommodation to OAG employees in a timely and sensitive manner. The Contractor will support OAG managers and employees seeking accommodation by providing information and advice on:

- Types of accommodation requests,
- Accommodation options for specific cases,
- Recommendation of external resources for financial assistance or other types of support (government grants, support programs), (if applicable),
- Recommendation of external experts to assist in various cases (ex. Accessibility, Accommodation and Adaptive Computer Technology Services)
- With an OAG employee's consent, liaising with medical health professionals

#### **IV. Description of Tasks**

Tasks to be performed by the Contractor will include, but not limited to, the following:

- a) Provide advice, guidance and assistance to OAG managers and the Workplace Relations and Wellness Team with the goal of supporting OAG employees' recovery and return to work after illness, injury and/or disability, creating workplace accommodation plans and improving OAG employee wellness;
- b) Perform ergonomic assessments in support of a return to work plan. The written case review report must include:
  - an ergonomic assessment based on the OAG employee's functional limitations;
  - recommendation on specific items, models and suppliers; and
  - recommendations, if deemed necessary, on possible available alternatives to meet the employee's needs;
- c) Provide expert guidance and support to OAG employees on issues which fall within the Contractor's professional expertise and experience;
- d) Provide periodic reassessments of return to work plans and recommendations when applicable;
- e) Assess the personal and environmental causes for work absences;
- f) Assess an employee's residual functional capacity;
- g) Provide verbal and/or written updates to the OAG on active cases while ensuring that all applicable personal/confidential information is protected;
- h) Provide training and workshops on various disability management, mental health, case management, accommodation, and wellness subjects to the OAG; and
- i) Provide support to OAG employees returning to work to ensuring a successful reintegration into the OAG.

For workplace (including remote work and telework) accommodation cases, once a Task Authorization has been issued by the OAG, the Contractor will assist OAG managers in determining whether accommodation is required, and if so, what type of accommodation is required, based on the applicable and relevant medical information. The Contractor may also provide recommendations to OAG managers on how best to fulfill their duty to accommodate and assess what steps are necessary to accommodate the employee's needs. The Contractor's recommended accommodation plan is to be provided on a timely basis, taking account of all the circumstances involved and respecting the individual's right to privacy and confidentiality, except to the extent necessary to carry out the accommodation (functional limitation only).

#### **V. Constraints**

The Contractor:

- i. Must be available to respond to the OAG demands for case reviews or other related work;



- ii. Must be available during normal working hours, Monday to Friday except for statutory holidays applicable to the province where the service is rendered;
- iii. Must be able to respond to the OAG Task Authorizations requests as per process establish in the Contract.
- iv. The services must be available within the core working hours of 7:00 AM to 5:00 PM (local time).
- v. Evening hours (5:00 pm to 9:00 pm local time) must be required upon request.
- vi. Must be able to provide services and deliverables in English and/or French, as identified in the Task Authorization form.
- vii. Must be able to provide OT services in all provinces where the OAG has an office, which include:
  - a) Ontario
  - b) Quebec
  - c) Alberta
  - d) Nova Scotia
  - e) British Columbia

## VI. Specifications and Standards

The OAG requires that all work described below be evaluated and service be provided by the Occupational Therapist(s) as identified in the Task Authorization form by the Project Authority..

Work Description	Estimated Timelines to be confirmed in Task Authorization
<b>Acknowledge Receipt and Schedule Appointment</b>	Within 2 working days of TA issuance
<b>Complete Evaluation &amp; assessment</b>	Within 10 working days from TA issuance
<b>Submit Report &amp; recommendation if applicable</b>	Within 10 working days from date of assessment for regular review and within 5 working days from date of assessment for urgent reviews

## VII. Other

### a) OAG Obligations

The OAG Representative will ensure that the Contractor:

- Has access to OAG policies and guidelines;
- Receives requests for services in writing in a timely manner;
- Provides support or feedback related to each cases in a timely manner;

Furthermore, an OAG Representative will provide upon the commencement of the contract up to a half day of onboarding via teleconference with the Contractor to familiarize the Contractors' resources with the current workload and types of files that will need to be reviewed.

### b) Contractor's Obligations

The Contractor must provide Occupational Therapists that are registered with the regulatory body in the province or territory where they work and maintain membership. Should the membership status change at any time during the Contract period, the Contractor will immediately inform the OAG.

The Contractor will be obligated to follow all applicable OAG policies, procedures, and the Workplace Relations and Wellness Program criteria and guidelines in order to ensure the protection of personal information in accordance with the all applicable regulations, directives and legislations, in addition to those required by the Code of ethics of occupational therapists for specific provinces

## **VIII. Location of Work**

The Contractor will primarily perform the work under this contract remotely by teleconference and/or videoconference for the OAG Ottawa office. Meetings may be held at the OAG office located at 240 Sparks Street, Ottawa, Ontario, and/or remotely if requested by the OAG.

However, the OAG may require OT services to be provided to any of its Regional Offices, which are located in:

- Montreal, Quebec, 1255-545 Peel Street;
- Edmonton, Alberta, 9700-1635 Jasper Avenue
- Halifax, Nova Scotia, 1505-1140 Barrington Street
- Vancouver, British Columbia, 300-1020 West Georgia Street

Location of work will be defined in each Task Authorization.

## **IX. Language of Work**

The Contractor must provide individual(s) with the language profile indicated in the Task Authorization. The language profile could be (i) fluent English, (ii) fluent French or (iii) fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in the language indicated in the task authorization without assistance and with minimal errors.

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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 RFP will be evaluated by a team composed of OAG representatives and selected for recommendation of contract award in accordance with the following process:

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

**Step 1: Compliance with Mandatory Requirements**

Proposals will be reviewed for confirmation of compliance with any Mandatory Requirements set out in Section 4.3 (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 will be reviewed for technical merit with respect to the Rated Requirements set out in Section 4.4 (Rated Requirements) and shall be assigned scores for each item identifying its relative importance.

Proposals failing to score the minimum Pass Mark available will be deemed non-compliant and given no further consideration.

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

Proposals deemed compliant in Step 2 will then be evaluated for price with respect to the Financial Requirements set out in Section 4.5 (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:

$$\frac{\text{Lowest compliant Bid Price}}{\text{Proposal Bid Price}} \times 30 = \text{Financial Score}$$

**Step 4: Ranking of Combined Total Score (100 points)**

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

Please refer to the table below for an illustrative example of this methodology. Any differences between the illustrative example and this RFP in respect of the ratio, available points, or any other matter, are deliberate and are not intended to be relied upon by any Bidder.

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	
<b>Step 2 Rated Points</b>	61/70	50/70	51/70	
<b>Step 3 Proposal Bid Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	61	50	51
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Total Score</b>	85.55	77.00	81.00	
<b>Overall Ranking</b>	1st	3rd	2nd	

**Step 5: Selection of Proposal for Contract Award**

The OAG will select the proposal receiving the highest combined total score(s) of technical merit and price for recommendation of contract award, which shall be deemed the proposal offering the best value to the OAG, and subject to section 1.7 (Reserved Rights) of this RFP.

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.

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## **SECTION 4 PROPOSAL REQUIREMENTS**

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### **4.1 Organization of Proposal**

Technical Offers should be limited to a maximum of **50** single-sided pages (or **25** double sided pages) 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 discretion. To ensure completeness and to maximize scoring potential, Bidders should prepare their proposal to respond to the mandatory (if any), rated and financial requirements below. The OAG does not intend to evaluate corporate literature or website information referenced within the proposal.

Bidder **MUST** submit one (1) bilingual (English and French) Occupation Therapist **OR** two (2) unilingual Occupational Therapists, one English and one French, with its proposal. Additional resources may be required after contract award, via Task Authorizations (TAs). Any additional resource will be evaluated based on Resource Assessment Criteria included as Annex B to Schedule B "Statement of Work", prior to being accepted under a TA.

### **4.2 Instructions for Technical Bid:**

The Technical Offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria. The Technical Bid should demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- a) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
- b) For educational requirements for a particular degree, designation or certificate, the OAG will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- c) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- d) For work experience, OAG will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- e) For any requirements that specify a particular time period (e.g., 2 years) of work experience, the OAG will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). The OAG will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

- f) The OAG will not consider work experience which simply indicates the title of the individual's position. Work experience will be considered when it explains the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

### 4.3 Mandatory Requirements

No points will be assigned to Technical Offers for compliance with any mandatory criteria. Failure to comply with **ANY** one (1) or more of the mandatory criteria 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 criteria. 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 criteria the relevant page number(s) from their proposal where the statements and supporting material for each mandatory criteria is addressed.

	<b>Mandatory criteria</b>	<b>Demonstrated Experience/ Cross Reference to the proposal</b>
<b>M1</b>	<p>The Bidder must propose one (1) bilingual (French and English) occupational therapist resource <b>OR</b> two* (2) occupational therapists resources, one English and one French.</p> <p><i>*Note: If two (2) resources are proposed by the Bidder, both resources are required to meet the mandatory requirement (M2-M3).</i></p>	
<b>M2</b>	<p>The Bidder must provide evidence that the resource(s) proposed in M1 is a member in good standing of the College of Occupational Therapists of Ontario.</p>	
<b>M3</b>	<p><b>Criteria:</b> The resource(s) proposed by the Bidder in M1 must have a minimum of five (5) non-overlapping years of experience working as an occupational therapist providing services to adults in Canada, within the last ten (10) years calculated from the closing date of the RFP.</p> <p><b>Bidder Information:</b> To demonstrate years of experience, the Bidder should provide at minimum the following information:</p> <ul style="list-style-type: none"> <li>a) Client Organization name*:</li> <li>b) Information as described in section 4.2 d), e) and f) above;</li> </ul> <p>* if the individual worked for themselves, please provide the name of the clinic.</p>	

#### 4.4 Rated Requirements

Bidders should demonstrate their understanding of the rated criteria in the RFP and explain how they 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 RFP.

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

The following definitions apply to rated criteria below, as applicable:

**National Capital Region (NCR):** means the Regional Municipality of Ottawa-Carleton boundary in the Province of Ontario and the Outaouais Regional Community in the Province of Quebec.

**Government Setting** – means a work environment where the employer is a municipal, provincial or federal government.

	Rated Criteria – Bidder	Max Points	Breakdown of Score	Demonstrated Experience/ Cross Reference to the proposal
R1	<p><b>Criteria:</b> The Bidder should demonstrate it has experience, within the last 3 years calculated from the RFP closing date, in providing occupation therapy resources to clients*, in the following locations:</p> <ol style="list-style-type: none"> <li>1. Montreal, Quebec</li> <li>2. Edmonton, Alberta</li> <li>3. Halifax, Nova Scotia</li> <li>4. Vancouver, British Columbia</li> <li>5. National Capital Region (NCR)</li> </ol> <p><b>Bidder Information:</b></p> <p>The Bidder is requested to demonstrate experience, by providing at a minimum the following information:</p> <ul style="list-style-type: none"> <li>• Client organization Name:</li> <li>• date of the provision of occupation therapy resources:</li> <li>• Describe the provision of occupation therapy resources:</li> <li>• Location:</li> </ul> <p>*Parent companies, affiliates, and subsidiaries of the Bidder are not considered clients.</p>	10	Only experience demonstrating all elements described in this criteria will be evaluated. Two (2) points will be assigned for in each location 1-5 listed, up to a maximum of ten (10) points.	

#	Rated Requirements – Proposed Resource	Max Points	Breakdown of Score	Demonstrated Experience/ Cross Reference to the proposal
R2	<p><b>Criteria:</b> The Bidder should demonstrate that the resource(s) proposed in M1, has non-overlapping years of experience, working as an occupational therapist providing services to adults in a Canadian Government Setting.</p> <p>Only demonstrated work experience within the last seven (7) years, calculated from the closing date of RFP, will be evaluated.</p> <p><b>Bidder Information:</b> The Bidder is requested to demonstrate years of experience, by providing at a minimum the following information:</p> <p>a) Client Organization name*: b) Information as described in section 4.2 d), e) and f) above;</p> <p>* if the individual worked for themselves, please provide the name of the clinic.</p>	15	<p>Only experience demonstrating all elements described in this criteria will be evaluated. Points will be assigned for each year of work experience demonstrated, as follows:</p> <p>Less than and including 3 years work experience = 0 points</p> <p>3+years to 4 years work experience = 5 points</p> <p>4+years to 5 years work experience = 10points</p> <p>5+years work experience = 15 points</p>	
R3	<p><b>Criteria:</b> The Bidder should demonstrate that the resource(s) proposed in M1 has non-overlapping years of experience, working as occupational therapist in Canada, providing services to adults returning to work or remaining at work. Only work experience within the last seven (7) years, calculated from the closing date of RFP, will be evaluated.</p> <p><b>Bidder Information:</b> The Bidder is requested to demonstrate years of experience, by providing at a minimum the following information:</p> <p>c) Client Organization name*: d) Information as described in section 4.2 d), e) and f) above;</p>	15	<p>Only experience demonstrating all elements described in this criteria will be evaluated. Points will be assigned for each year of work experience demonstrated, as follows:</p> <p>Less than and including 3 years work experience = 0 points</p> <p>3+years to 4 years work</p>	



	* if the individual worked for themselves, please provide the name of the clinic.		<p>experience = 5 points</p> <p>4+years to 5 years work experience = 10points</p> <p>5+years work experience = 15 points</p>	
R4	<p><b>Criteria:</b> The Bidder should demonstrate that the resource(s) proposed in M1 has non-overlapping years of experience, working as occupational therapist in Canada, providing mental health support services to adults. Only work experience within the last seven (7) years, calculated from the closing date of RFP, will be evaluated.</p> <p><b>Bidder Information:</b> The Bidder is requested to demonstrate years of experience, by providing at a minimum the following information:</p> <p>e) Client Organization name*: f) Information as described in section 4.2 d), e) and f) above;</p> <p>* if the individual worked for themselves, please provide the name of the clinic.</p>	15	<p>Only experience demonstrating all elements described in this criteria will be evaluated. Points will be assigned for each year of work experience demonstrated, as follows:</p> <p>Less than and including 3 years work experience = 0 points</p> <p>3+years to 4 years work experience = 5 points</p> <p>4+years to 5 years work experience = 10points</p> <p>5+years work experience = 15 points</p>	
<b>Maximum Total Points:</b>		<b>45</b>	When two (2) resources are proposed by the Bidder, each resource will be evaluated separately. The Maximum Total Points will be calculated by having the sum of their individual total score divided by 2.	

**Overall Max Technical Score (Bidder Experience: R1 + Resource Experience: R2-R4):55 points**

#### 4.5 Financial Requirements

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

The Financial Offer is to quote the firm, all-inclusive hourly rate for price of the services offered, including, but not limited to, all cost and expense elements that may apply, such as, without limitation, option years, but excluding any applicable taxes, by submitting all information specified in the table below. The Financial Offer should be expressed in Canadian dollars.

Bidders are to complete the following pricing table and submit the specified information with their Financial Offer. Bidders are to respond to this pricing table by inserting in their Financial Offer for each of the fields specified below the quoted firm, all-inclusive hourly rate for the resource category identified.

For greater certainty, the inclusion of the estimates or other information in the RFP has been provided to Bidders to assist them in preparing their bids and for bid evaluation purposed only. The services will be delivered during the term of the Contract on “as and when requested” basis, via Task Authorizations issuance; the OAG does not commit to purchase any of the services described in this Statement of Work until work is authorized in writing by the Task Authorization Authority.

##### Initial Contract Period:

Resource Category (A)	(B)	(C)	(D)
	Estimated Number of Hours	Firm all – inclusive Hourly Rate	Total Cost (B x C)
<b>Initial Contract Period: Date of Contract award to 12 months later;</b>			
Occupational Therapist	110	\$	\$
<b>Total Price Initial Contract Period</b>			<b>\$ &lt;TBD&gt;</b>

##### Option Periods:

Resource Category (A)	(B)	(C)	(D)
	Estimated Number of Hours	Firm all – inclusive Hourly Rate	Total Cost (B x C)
<b>Option Period 1: End of contract period to 12 months later;</b>			
Occupational Therapist	115	\$	\$
<b>Option Period 2: End of Option period 1 to 12 months later;</b>			
Occupational Therapist	120	\$	\$

<b>Option Period 3: End of Option period 2 to 12 months later;</b>			
Occupational Therapist	125	\$	\$
<b>Option Period 4: End of Option period 3 to 12 months later;</b>			
Occupational Therapist	125	\$	\$
<b>Total Price Option Periods 1 to 4</b>			<b>\$ &lt;TBD&gt;</b>

**Total Evaluated Bid Price (Initial Contract Period + Option Periods): \$ \_\_\_\_\_**

#### **4.6 OAG's Rights During Evaluation**

Without limitation to section 1.7 (Reserved Rights) of this RFP, the OAG may, in its sole discretion, during the evaluation and selection process described in this RFP, and prior to any contract 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 RFP, 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 the like quality and quantity of goods, services, or both 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 discretion.

#### **4.7 Certifications**

Bidder should submit completed and signed forms under Appendix "A" (Declarations and Certifications) as part of the Certifications proposal.

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**SECTION 5 CONTRACT TERMS AND CONDITIONS**

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Without limitation to Section 1.12 (Resulting Contract) of this RFP, the following form of agreement, including but not limited to the terms and conditions therein, shall apply to and form part of any contract resulting from this RFP.

ARTICLES OF AGREEMENT

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This 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  
(hereinafter the “**OAG**”)

- And –

<<Note to Bidders: legal name of Contractor  
and physical address to be inserted by the OAG>>  
(hereinafter the “**Contractor**”)

FOR: <<Note to Bidders: brief description of work to be inserted by the OAG from Statement of Work>>

WHEREAS the OAG issued <<Note to Bidders: title and # of RFP to be inserted by the OAG>> (the “**RFP**”);

AND WHEREAS the Contractor was awarded this Contract after evaluation of the proposal it submitted in response to the RFP (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. Contract**

1.1 Contract 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 “**Contract**” 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” (hereinafter the “**General Conditions**”);

1.1.3 the document attached hereto as Schedule “B” and entitled “Statement of Work” (hereinafter the “**Statement of Work**”) and its related annexes:

1.1.3.1 Annex A to Schedule B – Task Authorization Form

1.1.3.2 Annex B to Schedule B - Resource Assessment Criteria

1.1.3.3 Annex C to Schedule B – Tasking Evaluation Procedure

1.1.4 the signed Task Authorizations (including all of its annexes, if any)

1.1.5 the RFP;

1.1.6 the Proposal.

- 1.2 **Priority of Documents.** In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflicts of or between the wording of any documents that appear on the foregoing list, 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.
- 1.3 **Interpretation.** The words in this 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 this 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 this 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 do everything else that is necessary to discharge its obligations under the Contract.
- A3. Basis of Payment**
- 3.1 **Basis of Payment:** For professional services requested by the OAG, in accordance with a validly issued Task Authorization, the OAG will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive hourly rates set out below, Applicable Taxes extra.

<<Note to Bidders: details on basis of payment will be included after contract award,  
from pricing table >>

- 3.1.1 **Travel Expenses.** No travel costs will be paid under this Contract.
- 3.2. **Limitation of Expenditure: Limitation of Expenditure - Cumulative Total of all Task Authorizations:**
- 3.2.1 The OAG's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
- 3.2.2 No increase in the total liability of the OAG will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3.2.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 3.2.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase the OAG's liability

### 3.3 Method of Payment.

For each Task Authorization validly issued under the Contract that contains a maximum price:

- 3.3.1 The OAG will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- 3.3.2 Once the OAG has paid the maximum TA price, the OAG will not be required to make any further payment, but the Contractor must complete all the work described in the Task Authorization, all of which is required to be performed for the maximum TA price. If the work described in the Task Authorization is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, the OAG is only required to pay for the time spent performing the work related to that Task Authorization.

- 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 Contract, 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, unless specified otherwise by the OAG in writing: (i) 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 Contract shall be effective as of the date of signature by both parties and remains in force until expiration on <<Note to Bidders: OAG AG 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 Contract, shall survive expiration or termination of the Contract for any reason. The Contractor shall not commence any Work prior to this Contract coming into effect. The Contractor hereby grants to the OAG the irrevocable option to extend the Term by up to four (4) additional one (1) year period(s) 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. The OAG may exercise this option, for each additional extension period, in its sole discretion, at any time, by sending a written notice to the Contractor at least 30 calendar days before the then applicable expiration date of the Contract. Although each additional extension period takes effect on Contractor's receipt of the OAG's written notice, the Contract 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 protected information, networks and/or office space, obtain and maintain 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 and adhere to the Government of Canada's Policy on Government Security and supporting tools (effective July 1, 2019) which include the Directive on Identity Management and

the Directive on Security Management and any other relevant directive that may be implemented by the Government of Canada from time to time.

## **A8. Task Authorization Process**

**8.1 As-and-when-requested Task Authorizations:** All Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by the OAG and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

- (a) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Annex C of Schedule B.
- (b) **Form and Content of draft Task Authorization:**
  - (i) The Project Authority will provide the Contractor with a description of the task(s) in a draft Task Authorization using the form specified in Annex A of Schedule B.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed and a description of the deliverables. The draft TA will also include the applicable basis of payment as specified in the Contract. The draft TA must also contain the following information, if applicable:
    - (A) the task number;
    - (B) the date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - (C) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - (D) the start and completion dates;
    - (E) whether the work requires on-site activities and the location;
    - (F) the language profile of the resources required;
    - (G) the level of security clearance required of resources;
    - (H) an indication of the applicable basis of payment, which is maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
    - (I) any other constraints that might affect the completion of the task.
- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Project Authority, within 48 hours of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), a quotation with the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue.
- (d) The OAG reserves the right to discuss the quotation with the Contractor. The OAG may also permit the Contractor to submit a new response in accordance with subparagraph C.

- (e) If the quotation is accepted by the OAG, this will be evidenced through a validly issued task authorization.

**8.2 Task Authorization Limit and Authorities for Validly Issued Task Authorization:** To be validly issued, a TA must be signed by the Project Authority and Contracting Authority. Any TA not signed by the Contracting and Project Authority is not validly issued. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority.

**8.3 Pre-Cleared Resources:**

- (a) The Contractor must ensure that the specific individual(s) proposed as occupation therapist \_\_\_\_\_(insert name at contract award) remains available for work in accordance with this Contract, and must also ensure that this individual maintains any professional qualifications and security levels.
- (b) The submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to the OAG in a validly issued TA.

**8.4 Minimum Work Guarantee - All the Work - Task Authorizations**

8.4.1 In this clause, "Maximum Contract Value" means the sum specified in Contract clause A3.3 (Limitation of Expenditure), and "Minimum Contract Value" means a fixed amount of \$1,500.00;

8.4.2 The OAG's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at the OAG's option, to pay the Contractor at the end of the Contract in accordance with paragraph 8.4.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. The OAG's maximum liability for Work requested in validly issued TAs, inclusive of any revisions, performed by the Contractor and accepted by the OAG must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

8.4.3 In the event that the OAG does not request Work in the amount of the Minimum Contract Value during the period of the Contract, the OAG must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in validly issued TAs, inclusive of any revisions, performed by the Contractor and accepted by the OAG.

8.4.4 The OAG will have no obligation to the Contractor under this clause if the OAG terminates the Contract in whole or in part for default.

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

OAG Contracting Authority: Irena Dule – Senior Contracting and Procurement Advisor  
Address: 240 Sparks Street, Ottawa, Ontario, K1A 0G6  
Telephone: 613-952-0213 (6202)  
Email: [GX-Contracting-Contrats@oag-bvg.gc.ca](mailto:GX-Contracting-Contrats@oag-bvg.gc.ca)

OAG Project Authority: \_\_\_\_\_  
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 Project Representative is responsible for managing the relationship with Contractor on behalf of the OAG, including 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 Contract unless evidenced in writing through an amendment to the Contract 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 Contract. Certifications are subject to verification by the OAG during the Term of the Contract. 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 Contract.

This agreement has been duly executed and delivered on the date indicated in the Contract Form on behalf of each of the OAG and the Contractor by their respective duly authorized signatories.

Schedule "A"  
General Conditions

1. **Interpretation.** In the Contract, 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 Contract, unless the context otherwise requires:

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

"Affiliate" 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 Contract, 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, 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;

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

"Contractor" means the person or entity named in the Contract 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 Contract;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"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 Contract and "Parties" means all of them;

"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 Contract or in any Contract Amendment means an amount used by the OAG for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract 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 Contract.

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 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 Contract, 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 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 15 calendar 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 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. The Contractor must submit invoices for each delivery or shipment and invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- a. Invoices must show:
    - i. the date, the name and address of the OAG, item or reference numbers, deliverable/description of the Work, contract/purchase order 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 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 Contract, 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 Contract Price, the Contract 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 contract award. However, there will be no adjustment for any change to increase the Contract 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 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 15 calendar days of receipt. The 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 15 calendar days will only result in the payment being considered overdue on the 31<sup>st</sup> calendar 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 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 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 Contract 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 discretion, determine if the complaint is founded and decide on any action to be taken, including terminating the Contract 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 Contract, 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 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. Personal Information:**

**A. Interpretation:** In the Contract, unless the context otherwise requires,  
"Personal Information" - means information about an individual, including the types of information specifically described in the [Privacy Act](#), R.S. 1985, c. P-21;

"Record" - means any hard copy document or any data in a machine-readable format containing Personal Information;

### **B. Ownership of Personal Information and Records**

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that OAG owns the Records. On request, the Contractor must make all the Personal Information and Records available to OAG immediately in a format acceptable to the OAG.

### **C. Use of Personal Information**

The Contractor agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.

#### **D. Collection of Personal Information**

1. If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:
  - a. that the Personal Information is being collected on behalf of, and will be provided to the, OAG;
  - b. the ways the Personal Information will be used;
  - c. that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
  - d. the consequences, if any, of refusing to provide the information;
  - e. that the individual has a right to access and correct his or her own Personal Information; and
  - f. that the Personal Information will form part of a specific personal information bank (within the meaning of the [Privacy Act](#)), and also provide the individual with information about which government institution controls that personal information bank, if the Project Authority has provided this information to the Contractor.
2. The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with OAG.
3. If requested by the Project Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Project Authority first approves it in writing. The Contractor must also obtain the Project Authority's approval before making any changes to a form or script.
4. At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Project Authority for instructions.

#### **E. Maintaining the Accuracy, Privacy and Integrity of Personal Information**

The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must:

- i. not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;
- ii. segregate all Records from the Contractor's own information and records;
- iii. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- iv. provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Project Authority if requested;
- v. if requested by the Project Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Project Authority) their responsibilities to maintain the privacy of the Personal Information;
- vi. keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by the OAG on behalf of an individual);
- vii. include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Project Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Project Authority to make the correction, the Contractor must do so;
- viii. keep a record of the date and source of the last update to each Record;
- ix. maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and the OAG at any time; and
- x. secure and control access to any hard copy Records.

## **F. Safeguarding Personal Information**

The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- i. store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
- ii. ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- iii. not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Project Authority has first consented in writing;
- iv. safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;
- v. maintain a secure back-up copy of all Records, updated at least weekly;
- vi. implement any reasonable security or protection measures requested by the OAG from time to time; and
- vii. notify the Project Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

## **G. Appointment of Privacy Officer**

The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Project Authority within ten (10) days of the award of the Contract.

#### **H. Quarterly Reporting Obligations**

Within thirty (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Project Authority:

- a. a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- b. a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- c. details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and
- d. a complete copy (in an electronic format agreed to by the Project Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

#### **I. Threat and Risk Assessment**

Within ninety (90) calendar days of the award of the Contract and, if the Contract lasts longer than one year, within thirty (30) calendar days of each anniversary date of the Contract, the Contractor must submit to the Project Authority a threat and risk assessment, which must include:

- a. a copy of the current version of any request for consent form or script being used by the Contractor to collect Personal Information;
- b. a list of the types of Personal Information used by the Contractor in connection with the Work;
- c. a list of all locations where hard copies of Personal Information are stored;
- d. a list of all locations where Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups;
- e. a list of every person to whom the Contractor has granted access to the Personal Information or the Records;
- f. a list of all measures being taken by the Contractor to protect the Personal Information and the Records;
- g. a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
- h. an explanation of any new measures the Contractor intends to implement to safeguard the Personal Information and the Records.

#### **J. Audit**

The OAG may audit the Contractor's compliance with these supplemental general conditions at any time. If requested by the Project Authority, the Contractor must provide the OAG (or OAG's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If the OAG identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

#### **K. Statutory Obligations**

1. The Contractor acknowledge that the OAG is required to handle the Personal Information and the Records in accordance with the provisions of Canada's [Privacy Act](#), [Access to Information Act](#), R.S. 1985, c. A-1, and [Library and Archives of Canada Act](#), S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Project Authority that is reasonably required to ensure that OAG meets its obligations under these acts and any other legislation in effect from time to time.
2. The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the [Personal Information Protection and Electronic Documents Act](#), S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Project Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

#### **I. Disposing of Records and Returning Records to OAG**

The Contractor must not dispose of any Record, except as instructed by the Project Authority. On request by the Project Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) to the Project Authority.

#### **M. Legal Requirement to Disclose Personal Information**

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Project Authority, in order to provide the Project Authority with an opportunity to participate in any relevant proceedings.

#### **N. Complaints**

OAG and the Contractor each agree to notify the other immediately if a complaint is received under the [Access to Information Act](#) or the [Privacy Act](#) or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

#### **O. Exception**

The obligations set out in these clauses do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

- 21. OAG Property.** The Contractor must take reasonable and proper care of all OAG Property while it is 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.
- 22. Amendment.** To be effective and valid, any amendment to the Contract 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 Contract is approved, in writing, in advance, by the OAG and before incorporation into the Work.
- 23. Assignment.** The Contractor must not assign the Contract, 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 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 Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the OAG. Notwithstanding the foregoing, this Contract shall ensure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, and successors.
- 24. 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 discretion. In the event the Contractor fails to comply with this notice and consent requirement, the OAG shall be entitled to terminate the Contract 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 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.

**25. 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 Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

**26. 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 Contract or part of the Contract. 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.
- 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 Contract, whether made knowingly or unknowingly, or provides false, untrue or misleading information under or in relation to the 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 Contract or part of the Contract.
- 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.

**27. 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 Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract 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 Contract 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 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.

## **28. Replacement Personnel.**

- a. Replacement by OAG. 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 OAG may, at any time, request that the Contractor shall immediately remove from the 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.

Replacement by Contractor. 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 individual may be rejected if, in the OAG's sole discretion, the individual 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 individuals prior to receipt of written acceptance of the OAG. The Contracting Representative may order that any individual stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further individual in accordance with this section. The fact that the Contracting Representative does not order that an individual stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **29. 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 Contract 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.

- 30. 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.
- 31. 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 Contract.
- 32. 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.
- 33. 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 discretion, the Contract may be terminated for default.

**34. 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 Contract. 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 Contract.

**35. Integrity Provisions – Contract.** 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 OAG's solicitation in an honest, fair and comprehensive manner, accurately reflecting the Contractor's capacity to satisfy the requirements of this Contract, and undertakes to fulfill all obligations of the 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 bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination 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 contract period, the OAG may, following a notice period, terminate for default. The Contractor understands that a 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 affecting the list of names of directors and owners during the contract period.

**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 contract period, 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 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 contract due to legal incapacity.
- f. Canadian Offences
  - i. The Contractor certifies that:
    - 1. it and its Affiliates have not, in the last three years, from the date of contract 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 contract 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 years, from the date of contract 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 contract 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 contract award they have been 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 contract award, a Contractor becomes ineligible for contract award, the OAG may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:
    1. terminate the 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 contract 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 contract has been concluded:
    1. terminate the 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 contract award, the OAG may, following a notice period:

1. terminate the 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 under the Government of Canada *Ineligibility and Suspension Policy* after contract award, the OAG may, following a notice period:
1. terminate the 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 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, 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 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 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 years.

**36. 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, 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 Contract.

**37. 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 Contract 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.

**38. Notices and Approvals.** Any notice, request, direction, approval, authorization or other communication required to be given or made by either Party under the Contract 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 Contract (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.

- 39. Severability.** Any provision of this Contract 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 Contract, all without affecting the remaining provisions of this Contract or affecting the validity, legality or enforceability of such provision in any other jurisdiction.
- 40. Waiver.** The failure of any Party to enforce at any time any of the provisions conditions or requirements of this Contract, or to require at any time performance by the other Party of any of the provisions, conditions or requirements hereof, 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 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 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 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.
- 41. Further Assurances.** Contractor shall, whenever requested by the OAG, at 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
- 42. Counterparts and Email Copies.** This Contract 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 with an original signed version of this Contract as soon as possible following execution.
- 43. 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 Contract 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).
- 44. Entire Agreement and Governing Law.** The Contract 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 Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract. 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 Contract, the General Conditions shall prevail unless expressly superseded. This Contract 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.



Schedule "B"  
Statement of Work

<<Note to Bidders: Statement of Work from  
Section 2 of the RFP to be inserted by the OAG>>

**DRAFT TASK AUTHORIZATION FORM**

The work described must be in accordance with the scope of the Contract

<b>DRAFT TASK AUTHORIZATION (TA) FORM</b>			
<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Commitment Number (PR#):</b>		<b>Financial Coding:</b>	
<b>Task Number:</b>			
<b>Issue Date:</b>		<b>Response required by:</b>	
<b>1. Description of the work for the task outlining the activities to be performed and identifying any deliverables</b>			
<b>2. PERIOD OF SERVICES</b>	<b>FROM (DATE):</b>		<b>TO (DATE):</b>
<b>3. Work Location:</b>			
<b>4. Language Requirements:</b>			
<b>5. Other Constraints:</b>			
<b>6. Level of Security Clearance Required for the Contractor Personnel:</b>			

9. Contractor's Response:				
Category and Name of Proposed Resource	Security File Number	Firm Hourly Rate	# of Hours	Quotation
Estimated Cost (A):				
Applicable Taxes (B):				
Total quotation (C= A + B):				
<i>The applicable basis of payment is Maximum Price</i>				

## FINAL TASK AUTHORIZATION FORM

TASK AUTHORIZATION (TA) FORM			
<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Commitment Number (PR#):</b>		<b>Financial Coding:</b>	
<b>Task Number:</b>		<b>TA Revision Number:</b>	
<b>1. Description of the work for the task outlining the activities to be performed and identifying any deliverables</b>			
<b>2. PERIOD OF SERVICES</b>	<b>FROM (DATE):</b>		<b>TO (DATE):</b>
<b>3. Work Location:</b>			
<b>4. Language Requirements:</b>			
<b>5. Other Constraints:</b>			
<b>6. Level of Security Clearance Required for the Contractor Personnel:</b>			
<b>7. Resource Category</b>			
<b>Category</b>	<b>Name of Proposed Resource</b>	<b>Security File Number</b>	
<b>8. Basis of Payment:</b>	The applicable basis of payment is Maximum Price.		
<b>9. The Maximum Price for this TA:</b>	\$ _____		
<b>10. Contractor's Signature</b>			

Name, Title and Signature of Individual Authorized to Sign on Behalf of <b>Contractor</b>	
<b>11. Approval – Signing Authority</b>	
Name, Title and Signature of <b>Project Authority</b> to Sign on Behalf of <b>OAG</b>	
Name, Title and Signature of <b>Contracting Authority</b> to Sign on Behalf of OAG	
You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out there of.	

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**ANNEX B TO SCHEDULE B**

**RESOURCE ASSESSMENT CRITERIA**

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To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that the assessor can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

**Mandatory Criteria**

#	Mandatory criteria	Demonstrated Experience/ Cross Reference to the proposal
<b>M1</b>	The Contractor must provide evidence that the resource(s) proposed in the Task Authorization is a member in good standing of the College of Occupational Therapists in the province specified in the Task Authorization.	
<b>M2</b>	<p><b>Criteria:</b> The resource(s) proposed by the Contractor in M1 must have a minimum of five (5) non-overlapping years of experience working as an occupational therapist providing services to adults in Canada, within the last ten (10) years calculated from the date of TA issuance.</p> <p><b>Contractor Information:</b> To demonstrate years of experience, the Contractor should provide at minimum the following information:</p> <ul style="list-style-type: none"><li>a) Client Organization name*:</li><li>b) Information as described in section iii), iv) and v) of Annex C to Schedule B – Tasking Evaluation procedure.</li></ul> <p>* if the individual worked for themselves, please provide the name of the clinic.</p>	

## Rated Requirements

#	Rated Requirements – Proposed Resource	Max Points	Breakdown of Score	Demonstrated Experience/ Cross Reference to the proposal
R1	<p><b>Criteria:</b> The Contractor should demonstrate that the resource(s) proposed in M1, has non-overlapping years of experience, working as an occupational therapist providing services to adults in a Canadian Government Setting**. Only work experience within the last seven (7) years, calculated from the date of TA issuance, will be evaluated.</p> <p><b>Contractor Information:</b> The Contractor is requested to demonstrate years of experience, by providing at a minimum the following information:</p> <ul style="list-style-type: none"> <li>a) Client Organization name*:</li> <li>b) Information as described in section iii), iv) and v) of Annex C to Schedule B – Tasking Evaluation procedure.</li> </ul> <p>* if the individual worked for themselves, please provide the name of the clinic.</p> <p>** <b>Government Setting</b> – means a work environment where the employer is a municipal, provincial or federal government.</p>	15	<p>Only experience demonstrating all elements described in this criteria will be evaluated. Points will be assigned for each year of work experience demonstrated, as follows:</p> <p>Less than and including 3 years work experience = 0 points</p> <p>3+years to 4 years work experience = 5 points</p> <p>4+years to 5 years work experience = 10points</p> <p>5+years work experience = 15 points</p>	
R2	<p><b>Criteria:</b> The Contractor should demonstrate that the resource(s) proposed in M1 has non-overlapping years of experience, working as occupational therapist in Canada, providing services to adults returning to work or remaining at work. Only work experience within the last seven (7) years, calculated from the date of TA issuance, will be evaluated.</p> <p><b>Contractor Information:</b> The Contractor is requested to demonstrate years of experience, by providing at a minimum the following information:</p>	15	<p>Only experience demonstrating all elements described in this criteria will be evaluated. Points will be assigned for each year of work experience demonstrated, as follows:</p> <p>Less than and including 3 years work experience = 0 points</p>	

	<p>a) Client Organization name*:  b) Information as described in section iii), iv) and v) of Annex C to Schedule B – Tasking Evaluation procedure.</p> <p>* if the individual worked for themselves, please provide the name of the clinic.</p>		<p>3+years to 4 years work experience = 5 points</p> <p>4+years to 5 years work experience = 10points</p> <p>5+years work experience = 15 points</p>	
R3	<p><b>Criteria:</b> The Contractor should demonstrate that the resource(s) proposed in M1 has non-overlapping years of experience, working as occupational therapist in Canada, providing mental health services to adults. Only work experience within the last seven (7) years, calculated from the date of TA issuance, will be evaluated.</p> <p><b>Contractor Information:</b>  The Contractor is requested to demonstrate years of experience, by providing at a minimum the following information:</p> <p>a) Client Organization name*:  b) Information as described in section iii), iv) and v) of Annex C to Schedule B – Tasking Evaluation procedure.</p> <p>* if the individual worked for themselves, please provide the name of the clinic.</p>	15	<p>Only experience demonstrating all elements described in this criteria will be evaluated. Points will be assigned for each year of work experience demonstrated, as follows:</p> <p>Less than and including 3 years work experience = 0 points</p> <p>3+years to 4 years work experience = 5 points</p> <p>4+years to 5 years work experience = 10points</p> <p>5+years work experience = 15 points</p>	
<b>Maximum Total Points:</b>		<b>45</b>		



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## ANNEX C TO SCHEDULE B

### TASKING EVALUATION PROCEDURE

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1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at [Annex A to Schedule B](#) will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Project Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the draft TA Form. The quotation must be signed and submitted to the OAG- within the time for response identified in the draft TA Form. The Contractor will be given a minimum of **48 hours** turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply the requested security clearance information and must complete the Response Assessment Criteria tables at [Annex B of Schedule B](#). The Contractor must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (i) For educational requirements for a particular degree, designation or certificate, the OAG will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
  - (ii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
  - (iii) For work experience, the OAG will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (iv) For any requirements that specify a particular time period (e.g., 2 years) of work experience, the OAG will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). The OAG will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (v) A résumé, if provided, should not simply indicate the title of the individual's position but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the evaluation. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
3. The qualifications and experience of the proposed resources will be evaluated against the requirements set out in [Annex B to Schedule B](#) to determine each proposed resource's

compliance with the mandatory and rated criteria. The OAG may request proof of successful completion of formal training.

4. Only quotations that meet all of the mandatory criteria will be considered for evaluation of the point rated criteria.

Once the quotation has been accepted by the Project Authority, the TA Form will be signed by the OAG and provided to the Contractor for signature. The TA Form must be appropriately signed by the OAG prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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**APPENDIX A                      DECLARATIONS AND CERTIFICATIONS**

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

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 discretion, deem the Bidder's proposal to be non-compliant and give it no further consideration during the evaluation period of this RFP or terminate any resulting contract 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 contract (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 a contract, all Bidder personnel requiring access to OAG's 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 individuals will be expected to understand and adhere to the Government of Canada's Policy on Government Security and supporting tools (effective July

1, 2019) which include the Directive on Identity Management and the Directive on Security Management and any other relevant directive that may be implemented by the Government of Canada from time to time.

### 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 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 for completing the subject work 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 Language

By submitting a bid, the Bidder certifies that the individual(s) proposed in its bid in response to M1 possess the language skills of French, English or bilingual as stated in the bid. Language skills means being able to communicate orally and in writing without any assistance and with minimal errors.

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

By submitting a proposal, the Bidder certifies that, should it be awarded a contract as a result of this RFP, every individual proposed in its proposal will be available to perform the work as required by the OAG and at the time specified in the RFP or 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 work, 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 work 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 discretion, result in the Bidder's proposal being rejected and given no further consideration.

## 7. 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 contract resulting from this RFP, 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 contract resulting from this RFP and such contract or any amendment is valued in excess of \$10,000.00 (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 PSSA (\*) 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 contract resulting from this RFP, 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.

## **8. Integrity Provisions**

By submitting a proposal, the Bidder certifies that the Bidder and its Affiliates are compliant with the Integrity Provisions set out in the terms and conditions of Section 5 (Contract Terms and Conditions) of this RFP (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 contract resulting from this RFP. In addition, the Bidder agrees to respond to the RFP in an honest, fair and comprehensive manner, and to accurately reflect their capacity to satisfy the requirements stipulated in the RFP and resulting contract(s), and to submit proposals as well as enter into contracts 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 contract. The OAG will declare non-responsive any bid 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 contract award. If it is determined by the OAG, after contract award, that the Bidder made a false declaration, OAG will, following a notice period, have the right to terminate the Contract 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. Bidders bidding as sole proprietorship, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of bids 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 bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- c. The Bidder must immediately inform OAG in writing of any changes affecting the list of names of directors and owners during this procurement process.

### **3. Request for Additional Information**

By submitting a bid, 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 for entering into government contracts made under the Integrity Provisions may be suspended by the OAG through an Administrative Agreement, 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 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 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 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 do not apply, the Bidder must provide by bid closing date, 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 bid non-responsive.
9. **Subcontractors**  
The Bidder must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.
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 contract 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, where 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 performing the contract;
    - iii. the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
    - iv. not entering into the contract 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 contract 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.

**9. 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 RFP and any resulting contract;
- 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 RFP, or may affect any Contract resulting from this RFP, 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 RFP and any resulting contract.

**10. 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 perform the work as further described in Section 2 (Statement of Work) of this RFP. If awarded a contract by the OAG, the Bidder hereby irrevocably undertakes to perform and complete the work at the place and in the manner set out in accordance with the documents specified in the RFP. By submitting a proposal and signing below, the Bidder declares and certifies that the information submitted with the proposal in response to this RFP is accurate and complete and agrees with the terms and conditions of the RFP, including the terms and conditions of any resulting contract.

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