Request for Proposal

For

Multiple Audit Services for the Protection Parliementary Services (PPS)

Request for Proposal No: PPS-RFP-2021-092 Date of Issue: 2022-01-31 Submission Deadline: 2022-02-21

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PART 1 – INTRODUCTION

1.1 Invitation to Bidders

This Request for Proposals ("the RFP") issued by the Parliamentary Protective Service (PPS) is an invitation to submit non-binding offers for the provision of **Audit Services** as further described in Appendix D, for the prices established in Appendix C.

Bidders may submit a proposal for one (1) or more of the following five (5) Work Streams:

Work Stream 1: Internal Audit Services Work Stream 2: Forensic Audit Services Work Stream 3: External Audit Services Work Stream 4: Financial Audit Services Work Stream 5: Program Evaluation Services

Consortium or Joint Venture Proposals

Responses submitted by a Bidder that consists of more than one legal entity or person (such as consortia or joint ventures) will be accepted with the understanding that PPS shall regard only one of the parties of the consortium or joint venture as the prime Supplier. Responses shall clearly indicate which party is the prime Supplier. The prime Supplier shall be solely accountable for all additional parties. PPS will enter into an agreement only with the prime supplier.

1.2 <u>Type of Agreement for Deliverables</u>

It is the Parliamentary Protective Service's intention to enter into an agreement with one legal entity. The term of the agreement is to be for a period of three (3) years, with options in favour of the Parliamentary Protective Service to extend the agreement on the same terms and conditions for up to two (2) one (1) year period.

1.3 No guarantee of Volume of Work or Exclusivity of Agreement

The Parliamentary Protective Service makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The agreement to be negotiated with the selected Bidder will not be an exclusive agreement for the provision of the described deliverables. The Parliamentary Protective Service may put in place an agreement with others for the same or similar deliverables to those described in the RFP or may obtain the same or similar deliverables internally.

1.4 <u>Submission Instructions</u>

1.4.1 Bidders must submit their response in accordance with the following timetable and instructions.

Issue Date of RFP	2022-01-31
Deadline for Questions	2022-02-15 at 12:00 EST
Submission Deadline	2022-02-21 at 14:00 EST

The above timetable is a tentative schedule, and may be amended by the Parliamentary Protective Service at any time.

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PART 1 – INTRODUCTION

Bidders must submit their Submission Form (Appendix B) in the form prescribed herein by the Submission Deadline to the Parliamentary Protective Service Contact identified below in the manner set out below:

- 1.4.2 Parliamentary Protective Service Contact: Anne McMartin E-mail: proposals-soumissions@pps-spp.parl.gc.ca
- 1.4.3 Responses must be submitted electronically to the email address listed above. No hard copies will be accepted.
- 1.4.4 Bidders are solely responsible for the delivery of their responses in the manner and time prescribed. Responses received after the Submission Deadline will be rejected.
- 1.4.5 Bidders should respond to the Evaluation Criteria for each Work Stream separately, dividing their proposal into separate sections for each Work Stream against which they are bidding.
- 1.4.6 When submitting their proposals electronically, Bidders must submit their Financial Proposal (Appendix C Pricing Structure) separately from the remainder of their proposal.
- 1.4.7 All responses must include the following mandatory forms:
 - 1.4.7.1 Proposal Submission Form (Appendix B), completed in its entirety and signed by an authorized representative of the Bidder;
 - 1.4.7.2 Pricing Structure Form (Appendix C), completed in accordance with the instructions contained within Appendix C, Pricing Structure Form and provided in a separate document.
 - 1.4.7.3 Other than inserting the information requested on these mandatory forms, a Bidder may not make any changes to any of the forms.

1.5 Communications During Solicitation Period

- 1.5.1 Unless otherwise specified, all enquiries concerning this RFP must be received by email no later than 12:00:00 (noon) on February 15, 2022 to the following PPS contact: Anne McMartin Procurement 155 Queen Street, 4th Floor Ottawa ON K1A 0B8 Email: proposals-soumissions@pps-spp.parl.gc.ca
- 1.5.2 All questions submitted by Bidders by email to the PPS Contracting Authority will be deemed to be received once the email has entered the PPS' email inbox. No such communications are to be directed to anyone other than the PPS Contracting Authority named above in clause 1.5.1. Questions received after the closing time may not be answered.
- 1.5.3 PPS is under no obligation to provide additional information, and PPS will not be responsible for any information provided by or obtained from any source other than the PPS Contracting Authority.

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PART 1 – INTRODUCTION

1.5.4 It is the responsibility of the Bidder to seek clarification from the PPS Contracting Authority prior to the time set out in clause 1.5.1 on any matter it considers to be unclear. PPS will not be responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.

1.6 Amendment and Withdrawl of Responses

- 1.6.1 Bidders may amend their responses prior to the closing date of the RFP by submitting the amendment electronically to the PPS email address listed in 1.4.2. The amendment must contain the RFP title and number and the full legal name of the Bidder. Any such amendment should clearly indicate which part of the response the amendment is intended to replace.
- 1.6.2 At any time throughout the RFP process, a Bidder may withdraw a submitted response. To effect a withdrawal, a notice of withdrawal must be sent to the Parliamentary Protective Service Contact and must be signed by an authorized representative. The Parliamentary Protective Service is under no obligation to return withdrawn responses.

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PART 2 – EVALUATION OF PROPOSALS

2.1 Evaluation of Responses

- 2.1.1 An Evaluation Team has been assembled to review the responses, assess their compliance against the selection and evaluation criteria of this RFP, and consider accepting the responses of one or more compliant Bidders. The criteria to be used by the Evaluation Team to assess and rate the responses are shown in Appendix E, Evaluation Criteria and Financial Evaluation. All aspects of the criteria should be thoroughly addressed by Bidders. Those Bidders responding with unqualified phrases such as "we comply", will not be rated as highly as those Bidders that described in some detail just how they comply.
- 2.1.2 While price is a factor in the selection of the successful Bidder(s), other criteria are weighted and will be evaluated accordingly.

2.2 <u>Stages of Evaluations</u>

The evaluation of responses will be conducted in the following stages:

2.2.1 Stage I – Mandatory Criteria, Submission and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which responses are complete and provide all required information to perform the subsequent stages of evaluation.

Only those Bidders whose responses meet the mandatory criteria, as described in Appendix E, Table 1 – Mandatory Criterion (Stage I), will proceed to Stage II.

Bidders who have submitted an incomplete response as of the Submission Deadline will be provided an opportunity to rectify any deficiencies related to completeness within the Rectification Period.

The Rectification Period will begin to run from the date and time that the Parliamentary Protective Service issues its rectification notice to a Bidder. During the Rectification Period, Bidders may not make changes to their reponses, except to provide requested information necessary to complete the response.

At the end of the Rectification Period, responses which remain incomplete will be deemed noncompliant and excluded from further consideration. Responses that are deemed complete at the end of the Rectification Period will proceed to Stage II of the evaluation process.

2.2.2 Stage II – Evaluation of Mandatory Criteria

Bidders will be evaluated on the basis of the mandatory criteria.

2.2.3 Stage III – Evaluation of Rated Criteria

Bidders meeting all of the mandatory criteria will be evaluated on the basis of rated criteria.

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PART 2 – EVALUATION OF PROPOSALS

2.2.4 Stage IV – Evaluation of Pricing

Stage IV will consist of a scoring of the pricing submitted.

Bidders should refer to Appendix C, Pricing Structure Form, for a breakdown of the Pricing Structure requirements, and Appendix E, Evaluation Criteria and Financial Evaluation for the financial evaluation formula.

2.3 <u>Mandatory Submission Requirements</u>

2.2.1 Submission Form

Each response must include a Submission Form (Appendix B) completed and signed by the Bidder.

2.2.2 Pricing Form

Bidders must complete the Pricing Structure Form (Appendix C) and include with its response.

2.4 <u>Tie Score</u>

In the event of a tie score, the selected Bidder will be determined by way of a coin toss.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.1 BIDDERS TO FOLLOW INSTRUCTIONS

Bidders should structure their responses in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable clause numbers of the RFP where that request was made.

In the event of any discrepancies between the English and French versions of this RFP, the English version of the RFP document will prevail.

In the event of any discrepancies between the notice posted on Buy and Sell and this RFP document, the information in this RFP document will prevail.

3.2 COMMUNICATION OF RFP DOCUMENTS AND ADDENDA

The Parliamentary Protective Service will only post RFP documents and any associated Addenda via email.

3.3 INFORMATION IN RFP AN ESTIMATE ONLY

The Parliamentary Protective Service makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the opportunity. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

3.4 BIDDERS SHALL BEAR THEIR OWN COSTS

Each Bidder shall bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for acceptance testing or presentations.

3.5 COMMUNICATION AFTER ISSUANCE OF RFP

3.5.1 Bidders to Review RFP

3.5.1.1 Bidders should promptly examine all of the documents comprising the RFP, and

- (a) report any errors, omissions or ambiguities; and
- (b) direct questions or seek additional information by email to the Parliamentary Protective Service Contact as set out in Part 1, clause 1.4.2.
- 3.5.1.2 The Parliamentary Protective Service is under no obligation to provide additional information, and the Parliamentary Protective Service is not responsible for any information provided by or obtained from any source other than the Parliamentary Protective Service Contact.
- 3.5.1.3 It is the responsibility of the Bidder to seek clarification from the Parliamentary Protective Service Contact on any matter it considers to be unclear. The Parliamentary Protective Service is not responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.5.2 All New Information to Bidders by Way of Addenda

- 3.5.2.1 The RFP may be amended only by an addendum in accordance with this clause. If the Parliamentary Protective Service, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Bidders by addenda. Each addendum forms an integral part of the RFP.
- 3.5.2.2 Such addenda may contain important information, including significant changes to the RFP. Bidders are responsible for obtaining all addenda issued by the Parliamentary Protective Service. In the Proposal Submission Form (Appendix B), Bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.5.3 **Post-Deadline Addenda and Extension of Submission Deadline**

If any addendum is issued after the Deadline for Issuing Addenda (if applicable), the Parliamentary Protective Service may at its discretion extend the Submission Deadline for a reasonable amount of time.

3.5.4 Verify, Clarify & Supplement

When evaluating responses, the Parliamentary Protective Service may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's response. The Parliamentary Protective Service may revisit and re-evaluate the Bidder's response or ranking on the basis of any such information.

3.5.5 No Incorporation by Reference

The entire content of the Bidder's response should be submitted in a fixed form (PDF format).

The content of websites or other external documents referred to in the Bidder's response will not be considered to form part of its response. Bidders should include any reference material they wish to be considered for evaluation within their response. Any material or documents outside the response will not be considered. Should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material should be included within the response. URL links to the Bidder's website will not be considered by the Parliamentary Protective Service Evaluation Team.

3.5.6 **Responses to be retained by the Parliamentary Protective Service**

The Parliamentary Protective Service will not return the response or any accompanying documentation submitted by a Bidder.

3.6 **NEGOTIATIONS, NOTIFICATION AND DEBRIEFING**

3.6.1 Selection of Highest-Ranked Bidder

The highest-ranked Bidder, as established under Part 2, Evaluation of Responses, will receive a written invitation to enter into negotiations with the Parliamentary Protective Service.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.6.2 **Timeframe for Negotiations**

The Parliamentary Protective Service intends to conclude negotiations with the highest-ranked Bidder within **five (5) business days** commencing from the date the Parliamentary Protective Service invites the highest-ranked Bidder to enter negotiations. A Bidder invited to enter into negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

3.6.3 Process Rules for Negotiation

Any negotiations will be subject to the process rules contained in this Part 3, Terms and Conditions of the Procurement Process and Appendix B, Proposal Submission Form and will not constitute a legally binding offer to enter into an agreement on the part of the Parliamentary Protective Service or the Bidder. Negotiations may include requests by the Parliamentary Protective Service for supplementary information from the Bidder to verify, clarify or supplement the information provided in its response or to confirm the conclusions reached in the evaluation, and may include requests by the Parliamentary Protective Service for supplementary Protective Service for improved pricing from the Bidder.

3.6.4 Terms and Conditions

The terms and conditions that will form any resulting agreement will be provided to the highestranked Bidder prior the commencement of the negotiation process, and will form the starting point for negotiation.

3.6.5 Failure to Enter Into Agreement

Bidders should note that if the parties cannot execute an agreement within the allotted five (5) business days, the Parliamentary Protective Service may invite the next highest-ranked Bidder to enter into negotiations. In accordance with the process rules in this Part 3, Terms and Conditions of the Procurement Process and clause 2 of Appendix B, the Proposal Submission Form, there will be no legally binding relationship created with any Bidder prior to the execution of a written agreement. With a view to expediting agreement formalization, at the midway point of the above-noted timeframe, the Parliamentary Protective Service may elect to initiate concurrent negotiations with the next-highest-ranked Bidder. Once the above-noted timeframe lapses, the Parliamentary Protective Service may discontinue further negotiations with the highest-ranked Bidder. This process will continue until an agreement is formalized, until there are no more Bidders remaining that are eligible for negotiations or until the Parliamentary Protective Service Service elects to cancel the procurement process.

3.6.6 Notification to Other Bidders

Other Bidders that become eligible for negotiations will be notified at the commencement of their respective negotiations. Once an agreement is executed between the Parliamentary Protective Service and a Bidder, the other Bidders may be notified directly in writing and/or will be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the agreement.

3.6.7 **Debriefing**

Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Parliamentary Protective Service Contact and must be made within thirty (30) calendar days of notification of award. The intent of the debriefing information session is to aid the Bidder in

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

3.7 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.7.1 **Conflict of Interest**

The Parliamentary Protective Service may disqualify a Bidder for any conduct, situation or circumstances, as solely determined by the Parliamentary Protective Service, that constitutes a Conflict of Interest. For the purposes of this clause, "Conflict of Interest" will have the meaning ascribed to it in clause 7 of the Proposal Submission Form (Appendix B).

3.7.2 **Prohibited Bidder Communications**

Bidders will not engage in any communications as described in clause 7.1.2 of the Proposal Submission Form (Appendix B). Bidders should also take note of the Conflict of Interest declaration set out in the Proposal Submission Form (Appendix B).

3.7.3 Bidder Not to Communicate with Media

Bidders may not at any time directly or indirectly communicate with the media in relation to the RFP or any agreement awarded pursuant to the RFP without first obtaining the written permission of the Parliamentary Protective Service Contact.

3.7.4 No Lobbying

Bidders may not in relation to the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved Bidder(s). Further, no Bidder or any person affiliated to a Bidder will attempt to communicate in relation to the RFP or a Bidder's response, directly or indirectly, with any director, officer, employee or other representative of the Parliamentary Protective Service, except as expressly directed or permitted by the RFP.

3.7.5 Illegal or Unethical Conduct

Bidders will not engage in any illegal bidding practices, including such activities as bid-rigging, pricefixing, bribery, fraud or collusion. Bidders will not engage in any unethical conduct, including lobbying or other inappropriate communications, offers of gifts to Parliamentary Protective Service employees, deceitfulness, submitting responses containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the procurement process.

3.7.6 Past Performance or Inappropriate Conduct

The Parliamentary Protective Service may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct includes but is not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of a supplier to honour its pricing or other commitments made in a response or bid; or (c) any other conduct, situation or circumstance, as solely determined by the Parliamentary Protective Service, that constitutes a Conflict of Interest. For the purposes of this clause, "Conflict of Interest" will have the meaning ascribed to it in the Proposal Submission Form (Appendix B).

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.8 CONFIDENTIAL INFORMATION

- 3.8.1 All information provided by or obtained from the Parliamentary Protective Service in any form in connection with the RFP either before or after the issuance of the RFP
 - 3.8.1.1 is the sole property of the Parliamentary Protective Service and must be treated as confidential;
 - 3.8.1.2 is not to be used for any purpose other than replying to the RFP and the execution of any subsequent agreement;
 - 3.8.1.3 must not be disclosed without prior written authorization from the Parliamentary Protective Service; and
 - 3.8.1.4 will be returned by the Bidders to the Parliamentary Protective Service immediately upon the request of the Parliamentary Protective Service.

3.8.2 Confidential Information of Bidder

Bidders should identify any information in their response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Parliamentary Protective Service. The confidentiality of such information will be maintained by the Parliamentary Protective Service, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Parliamentary Protective Service's advisors retained for the purpose of evaluating or participating in the evaluation of their responses. If a Bidder has any questions about the collection and use of information pursuant to the RFP, questions are to be submitted to the Parliamentary Protective Service Contact.

3.9 PROCUREMENT PROCESS NON-BINDING

3.9.1 No Contract A and No Claims

The procurement process is not intended to create and does not create a Contract A bidding process nor any contractual or other legally enforceable obligations. The procurement process is instead governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

3.9.1.1 Neither the Bidder nor the Parliamentary Protective Service has the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of an agreement, failure to award an agreement or failure to honour a response to the RFP.

3.9.2 No agreement until execution of written agreement

The procurement process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a Bidder and the Parliamentary Protective Service by the procurement process. An agreement will only exist following successful negotiation and execution of a written agreement for the acquisition of goods and/or services.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.9.3 Non-binding price estimates

While the pricing information provided with responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of responses and the ranking of the Bidders. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could have an adverse impact on any such evaluation, ranking or agreement award.

3.9.4 **Disqualification for Misrepresentation**

The Parliamentary Protective Service may disqualify the Bidder or rescind an agreement subsequently entered into if the Bidder's response contains misrepresentations or any inaccurate, misleading or incomplete information.

3.9.5 References and Past Performance

The Parliamentary Protective Service's evaluation may include information provided by the Bidder's references and may also consider the Bidder's past performance on previous agreements with the Parliamentary Protective Service.

3.9.6 Cancellation

The Parliamentary Protective Service may cancel or amend this procurement process without liability at any time.

3.10 GOVERNING LAW AND INTERPRETATION

3.10.1 Governing Law

The terms and conditions in this Part 3, Terms and Conditions of the Procurement Process are:

- 3.10.1.1 included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- 3.10.1.2 non-exhaustive (and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- 3.10.1.3 to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

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A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

1. GOVERNING LAWS AND JURISDICTION

The Framework Agreement shall, for all purposes, be governed by and construed in accordance with the laws of the Province of Ontario. The Supplier irrevocably attorns to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this agreement and related purchase orders.

2. PRIORITY OF DOCUMENTS

The documents specified below form part of and are incorporated into the Framework Agreement. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears shall prevail over the wording of any document that subsequently appears on the list.

- 2.1. Section A, Framework Agreement Terms and Conditions;
- 2.2. Section B, Statement of Requirements;
- 2.3. Section C, Pricing Structure;
- 2.4. Appendix A, Resulting Purchase Orders Terms and Conditions.

3. TIME IS OF THE ESSENCE

The work must be performed within or at the time stated in the Framework Agreement or any Purchase Order issued against the Framework Agreement.

4. <u>REQUIREMENT</u>

The Supplier shall use the methodology described in its proposal, provide the services required to meet the requirements set out in Section B, as specified in this Framework Agreement.

5. STATUS OF CAPACITY

The Supplier has represented and does hereby warrant that:

- 5.1 it has the personnel, experience, qualifications, equipment, facilities and all other skills and resources necessary to provide the goods and/or services to the Parliamentary Protective Service required herein and to do so in an efficient and timely manner, and
- 5.2 all goods and/or services provided under this agreement shall meet or exceed industry standards and shall be provided in accordance with applicable law.

6. <u>PERIOD OF FRAMEWORK AGREEMENT</u>

6.1 The Supplier will perform the tasks and provide the services outlined herein and any attached Schedules and/or Appendices, from the date of award for a period of <u>three_five (35)</u> years, in accordance with the Terms and Conditions listed herein.

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A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

- 6.2 The Parliamentary Protective Service reserves the irrevocable option of extending this agreement under the same terms and conditions for an additional two (2) one (1) year periods.
- 6.3 The last day of the term or any extension of the term of this agreement indicated on page one (1) shall be known as the expiry date. This is the last day that an order may be issued pursuant to this agreement. All such orders are to be honoured, notwithstanding that delivery will occur after the expiry date of the Framework Agreement. Delivery must be completed within thirty (30) days after the expiry date of this Framework Agreement. No order is to be issued pursuant to this Framework Agreement after the expiry date.

7. PRICE CERTIFICATION

Negotiated prices will be firm for the period of the Framework Agreement. Any subsequent price increase must be submitted and justified in writing with a thirty (30) calendar days' notice and must be approved by the Parliamentary Protective Service' Contracting Authority.

8. <u>LIMITATION OF EXPENDITURE</u>

No increase in the total liability of the Parliamentary Protective Service with regard to the price of the goods and/or services resulting from any design changes, modifications or interpretation of specifications, will be authorized or paid to the Supplier, unless such design changes, modifications or interpretations of specifications have been approved by the Parliamentary Protective Service' Contracting Authority in writing prior to their incorporation in the work.

9. TRAVEL EXPENSE PROVISION

The cost of the travel, accommodation and meals incurred by the Supplier are for the Supplier's account and will not be paid by the Parliamentary Protective Service.

10. <u>GOODS AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)</u>

The GST or any other federal tax such as the HST is not included in the firm price. This tax, to the extent applicable, is to be shown separately on all invoices and will be paid by the Parliamentary Protective Service. The Supplier's federal tax registration number must appear on invoices when that federal tax is being charged. The Supplier agrees to bill and collect any applicable federal tax and to remit to the Canada Revenue Agency any federal tax received from the Parliamentary Protective Service.

11. PROVINCIAL SALES TAX (PST) IN PROVINCES OTHER THAN QUEBEC

- 11.1 The Parliamentary Protective Service is PST exempt, but is subject to GST and HST as indicated in clause 10.
- 11.2 If a PST license number or a signed certificate of exemption is required, it will be provided upon request. The Parliamentary Protective Service recognizes the requirements set out in the legislation of the provinces where PST applies and, as such, all purchasing orders, purchase documents, acquisition card forms and agreements issued by the Parliamentary Protective Service will make reference to the appropriate PST licence number.

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A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

12. <u>QUEBEC SALES TAX (QST)</u>

- 12.1 The Parliamentary Protective Service will pay the QST, if applicable.
- 12.2 The QST is not included in the firm price. This tax, to the extent applicable, is to be shown separately on all invoices. The Supplier agrees to invoice and collect from the Parliamentary Protective Service the QST and to further remit it to Revenue Quebec as required. The Supplier's QST registration number must appear on invoices when that tax is being charged.

13. PROVINCIAL ANCILLARY TAXES AND REGULATORY CHARGES

- 13.1 For the purpose of this clause, an ancillary tax is a tax levied pursuant to a provincial statute other than the provincial retail sales tax legislation or its equivalent and the primary aspect of which is to raise revenue, whereas a regulatory charge is a charge introduced in a provincial legislative instrument other than in retail sales tax legislation or its equivalent and whose primary purpose is to finance a regulatory scheme.
- 13.2 The Parliamentary Protective Service is exempt from paying any ancillary taxes, but agrees to pay any applicable regulatory charge. In the event that a regulatory charge applies, it will not be included in the firm price.

14. ORDER FORM

If the Parliamentary Protective Service wishes to acquire services pursuant to this Framework Agreement, the following terms and conditions will apply:

- 14.1 The Parliamentary Protective Service shall request services, using a Parliamentary Protective Service Purchase Order (PO).
- 14.2 It is understood and agreed that no contractual obligation exists until the Supplier's offer is accepted by the Parliamentary Protective Service in whole or in part by means of a PO. In addition, the liability of the Parliamentary Protective Service under this Framework Agreement shall be limited to the actual amount of services ordered under each PO and under no circumstances beyond the financial limitation specified herein unless otherwise agreed to between the parties and reflected with an amendment to this Framework Agreement or any resulting PO.
- 14.3 It is understood and agreed that the terms and conditions herein and as set out in as Appendix A, Terms and conditions for resulting Purchase Orders (as amended from time to time at the discretion of the Parliamentary Protective Service) shall apply to services covered by a PO.

15. PRICING

For the successful provision of the goods and services detailed herein, the Supplier shall be paid according to the pricing schedule of this Framework Agreement. The prices are excluded of any PST, QST, GST and HST taxes and should include all applicable Canadian customs and excise taxes, and are FOB Destination.

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A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

16. METHOD OF PAYMENT

- 16.1 Subject to the approval of the appropriate authority of the Parliamentary Protective Service, payment by the Parliamentary Protective Service for goods and/or services will be made within thirty (30) days following the date on which goods and/or services have been received in accordance with the terms and conditions of the agreement or within thirty (30) days following the date on which an invoice has been received by the Parliamentary Protective Service' Financial Management Operations, along with the substantiating documentation, whichever date is the later.
- 16.2 Final payment will not be made until all deliverables have been submitted and judged satisfactory by the Parliamentary Protective Service' Project Authority.
- 16.3 All invoices must indicate the above Framework Agreement number and any applicable PO number and are to be submitted by email to <u>finance-finances@pps-spp.parl.gc.ca</u> and/or to the PPS Project Authority named in Section 33.

17. CANCELLATION OF FRAMEWORK AGREEMENT

- 17.1 The Framework Agreement may be terminated at any time and for any reason by the Parliamentary Protective Service with a ten (10) working days written notice.
- 17.2 The Framework Agreement may be terminated in writing at the discretion of the Parliamentary Protective Service, without prior notice, if the Supplier is for any reason unable to provide the goods or services required under the Framework Agreement.
- 17.3 The Framework Agreement may be terminated at the discretion of the Parliamentary Protective Service if, during the term of the Framework Agreement all or any part of the property, goods or effects of the Supplier are at any time seized or taken in execution or by attachment or if the Supplier makes an unauthorized assignent or becomes bankrupt or insolvent.
- 17.4 Upon the termination of the Framework Agreement prior to the expiry date, the Supplier shall be entitled to be paid an amount that, by mutual agreement of both parties, is equal to the work performed by the Supplier for the Parliamentary Protective Service to the date of termination, less any amounts that have previously been paid to the Supplier and any expenses reasonably incurred.
- 17.5 In the event of termination, the Supplier must forthwith give to the Parliamentary Protective Service all completed work and work-in-progress, including all software, data, programs, systems documentation, research, reports, papers, materials and other information relating to the completed work and work-in-progress.

18. <u>AMENDMENTS TO FRAMEWORK AGREEMENT</u>

No modification to the Framework Agreement shall be valid unless it is in writing and signed by each party hereto. All proposed changes to the agreement must be submitted to the Parliamentary Protective Service' Contracting Authority identified in clause 33.

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

19. <u>CONFIDENTIALITY</u>

- 19.1 All information relating to the affairs of the Parliamentary Protective Service or of its employees, to which the Supplier, or any officer or servant of the Supplier, becomes privy as a result of the work to be done under the agreement must be treated as confidential during and after the performance of the services.
- 19.2 Upon expiry or termination of the Framework Agreement, if requested by the Parliamentary Protective Service, the Supplier agrees to destroy all documentation and expunge all data received by the Supplier or any officer or servant of the Supplier from the Parliamentary Protective Service during the period of the Framework Agreement.

20. INDEPENDENT SUPPLIER

It is the intention of the parties that the agreement is for the performance of services and/or the provision of goods and the Supplier is engaged as an independent Supplier providing goods and/or services to the Parliamentary Protective Service, and that neither the Supplier nor his/her employees, agents or representatives are engaged as Parliamentary Protective Service employees, and are not subject to the terms and conditions of employment applicable to Parliamentary Protective Service employees.

21. ASSIGNMENT OF FRAMEWORK AGREEMENT

The Framework Agreement may not be assigned, sub-contracted or transferred in any manner by the Supplier without the prior written consent of the Parliamentary Protective Service' Contracting Authority and any assignment, subcontract, or transfer made without that consent is void and of no effect.

22. NO IMPLIED OBLIGATIONS

No implied obligation of any kind by or on behalf of the Parliamentary Protective Service shall arise from anything in the Framework Agreement, and the express covenants and agreements herein contained and made by the Parliamentary Protective Service are and shall be the only covenants and agreements upon which any rights against the Parliamentary Protective Service are to be founded; and, without limiting the generality of the foregoing, the Framework Agreement supersedes all communications, negotiations and prior arrangements, either written or oral, relating to the work and made prior to the execution date of the Framework Agreement.

23. PERFORMANCE

The Supplier will report the performance under the Framework Agreement to the Parliamentary Protective Service in whatever format and frequency the Parliamentary Protective Service may require.

24. CONFLICT OF INTEREST

24.1 No employees of the Parliamentary Protective Service shall be admitted to any share or part of the Framework Agreement or to any benefit arising there from.

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

24.2 The Supplier must not extend entertainment, gifts, gratuities, discounts or special services regardless of value to Parliamentary Protective Service employees or their families. The Supplier has the responsibility to report to the Parliamentary Protective Service any attempts by Parliamentary Protective Service employees, their families, to obtain such favours.

25. PUBLIC CEREMONY AND/OR ADVERTISING

- 25.1 The Supplier must not allow or permit any public ceremony in connection with the Framework Agreement.
- 25.2 The Supplier must not erect or permit the erection of any sign or advertising without the Parliamentary Protective Services' prior written consent.
- 23.3 The Supplier agrees not to use the name of the Parliamentary Protective Service, or any reference to the Parliamentary Protective Service, in any manner of advertising.

26. <u>SECURITY REQUIREMENTS</u>

- 26.1 PPS will perform a security clearance verification, at the level of Site Access, for Supplier resources working with PPS information or on PPS premises.
- 26.2 The Supplier must not distribute or remove any PPS information or assets from the work site(s) except where approved in writing by the PPS Project Authority. All information provided to and developed by the Supplier will remain the property of PPS. The Supplier and its resources will not reproduce, use, divulge, release or disclose any PPS information they become aware of during the performance of work under this agreement.

27. DAMAGES TO PPS PREMISES

Where the performance of the work requires the presence of the Supplier's personnel on Parliamentary Protective Service premises, the Supplier must take the same care of the premises occupied as it would its own property and will be responsible for any damage to the Parliamentary Protective Service premises or equipment caused by the negligence of its officers, employees, representatives, or agents.

28. INDEMNIFICATION

The Supplier hereby undertakes to save harmless and agrees to indemnify the Parliamentary Protective Service and its employees against any liability whatsoever (including any claims, demands, losses, damages, costs, charges and expenses) that is incurred by the Parliamentary Protective Service and its employees as a direct or indirect result of the conduct of the Supplier, its agents, employees, representatives, or anyone acting on its behalf in the performance of this Framework Agreement.

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

29. PROPRIETARY RIGHTS

All software, data, programs, system documents, research, reports, papers, material and information owned by the Supplier and used in the performance of the services under this agreement are, and will remain, the property of the Supplier, unless otherwise agreed by both parties. All software, data, programs, system documents, research, reports, papers, material, information, trademarks, patents, copyrights and industrial designs arising out of the Supplier's performance of its obligations under this agreement and paid for by the Parliamentary Protective Service under this agreement are the property of the Parliamentary Protective Service and neither the Supplier nor any officer, employee, representative, or agent of the Supplier shall divulge, release, or publish anything related to performance under this Framework Agreement without first obtaining the written permission of the Parliamentary Protective Service's Project Authority.

30. LICENCES AND PERMITS

The Supplier will be solely responsible for obtaining from the regulatory authorities under whose jurisdiction it operates and to which it is subject, all approvals, licences, certificates or other requirements connected with the subject matter of this Framework Agreement, including licences to use copyrighted software in the performance of the work. The Supplier must, upon request, provide copies of any documents evidencing such approval, licences, certificates or other requirements to the Parliamentary Protective Service's Project Authority.

31. ENVIRONMENTAL PRACTICES

The Supplier shall maintain or exceed the environmental practices indicated in its offer for the duration of the Framework Agreement.

32. <u>REPRESENTATION</u>

The Supplier and the Parliamentary Protective Service shall each appoint a representative to discuss any problems arising pursuant to the provisions contained in the Framework Agreement. The representative so appointed by the Parliamentary Protective Service shall be the Parliamentary Protective Service' Project Authority as referred to in this Framework Agreement.

33. PARLIAMENTARY PROTECTIVE SERVICE AUTHORITIES

The following individuals shall act as the Parliamentary Protective Service's respective authorities:

Project Authority	Contracting Authority
To be completed following agreement award.	Anne McMartin Senior Procurement Officer 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613-943-4095 Email: <u>anne.mcmartin@pps-spp.parl.gc.ca</u>

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Enquiries (Primary Contact) Anne McMartin Senior Procurement Officer 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613-943-4095 Email: <u>anne.mcmartin@pps-spp.parl.gc.ca</u>

The preceding authorities may delegate their authority and act through their duly appointed representative.

34. SUPPLIER REPRESENTATIVES

The following individuals shall act as the Supplier's representatives:

Contracting Signing Authority	Account Manager (Primary Contact)
To be completed following Agreement Award.	To be completed following Agreement Award.
Other	
To be completed following Agreement Award.	

35. <u>NOTICE</u>

All notices to the Parliamentary Protective Service, including a change to the Supplier's coordinates, must be provided in writing to:

Parliamentary Protective Service Procurement 155 Queen Street, #500 Ottawa ON, K1A 0A6 E-mail: <u>ppsc-aspp@parl.gc.ca</u>

36. SUBSTITUTION OF PERSONNEL

- 36.1 When specific persons have been named in the Supplier's proposal, the Supplier shall provide the services of the persons so named unless the Supplier is unable to do so for reasons beyond its control.
- 36.2 If at any time the Supplier is unable to provide the services of any specific person named in the Framework Agreement, for reasons beyond its control, or if the Parliamentary Protective Service' Project Authority requires the replacement of any individual, the Supplier shall provide a replacement with similar qualifications and experience that is acceptable to the Parliamentary Protective Service' Project Authority.
- 36.3 The Supplier shall, prior to replacing any specific personnel, give notice to the Parliamentary Protective Service' Project Authority of:
 - 36.3.1 the reason for the removal of the named person from the Work (if such removal was not requested by the Parliamentary Protective Service); and

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

36.3.2 the name, qualifications and experience of the proposed replacement person.

37. FRAMEWORK AGREEMENT REFRESH

The Parliamentary Protective Service reserves the right to award agreement(s) to additional qualified suppliers, should the Parliamentary Protective Service determine, in its sole discretion, that such additional qualified suppliers are required to meet its requirements. The Parliamentary Protective Service may exercise this option at any time but will not do so more than once per year.

CONTINUATION

APPENDIX B – PROPOSAL SUBMISSION FORM

1. BIDDER INFORMATION

Please fill out the following form, and name one person to be the contact for the proposal and for any clarifications or amendments that might be necessary.

Bidder Profile:	
Full Legal Name of Bidder*:	
Any Other Relevant Name under Which the Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Point of Contact:	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

*In the case of a Consortium or Joint Venture, in addition to indicating who the prime supplier will be, Bidders must name the other parties that comprise the consortium or joint venture and their legal relationship. If Bidders plan to use subcontractors, the names of their subcontractors must be listed as well.

2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The Bidder acknowledges that this procurement process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process is not intended to create and does not create a Contract A bidding process nor any contractual or other legally enforceable obligations, and that there will be no legal relationship or obligations created until the Parliamentary Protective Service and the selected Bidder have executed a written agreement.

3. ABILITY TO PROVIDE DELIVERABLES

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required under the RFP. The Bidder represents and warrants its ability to provide the deliverables required under the RFP in accordance with the requirements of the RFP for the prices set out in the Appendix C - Pricing Structure Form. The Bidder has provided a list of any subcontractors to be used to complete the proposed agreement. The Bidder encloses herewith as part of the proposal the mandatory forms set out below:

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APPENDIX B – PROPOSAL SUBMISSION FORM

FORM	INITIAL TO ACKNOWLEDGE
Proposal Submission Form	
Pricing Structure Form	

Notice to Bidders: There may be forms required in the RFP other than those set out above. See the Mandatory Criteria section of the RFP for a complete listing of mandatory forms.

4. NON-BINDING PRICE ESTIMATES

The Bidder has submitted its prices in accordance with the instructions in the RFP and in the Pricing Structure Form set out in Appendix C. The Bidder confirms that the pricing information provided is accurate. The Bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. <u>ADDENDA</u>

The Bidder has read and accepted all addenda issued by the Parliamentary Protective Service. The onus remains on Bidders to make any necessary amendments to their proposal based on the addenda. The Bidder confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line:

6. **PROHIBITED CONDUCT**

The Bidder declares that it has not engaged in any conduct prohibited under clause 7 of Part 3 – Terms and Conditions of the Procurement Process, Conflict of Interest and Prohibited Conduct.

7. CONFLICT OF INTEREST

For the purposes of this clause, the term "Conflict of Interest" means:

- 7.1 in relation to the procurement process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - 7.1.1 having, or having access to, confidential information of the Parliamentary Protective Service in the preparation of its proposal that is not available to other Bidders;
 - 7.1.2 communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - 7.1.3 engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

CONTINUATION

PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

- 7.2 in relation to the performance of its contractual obligations contemplated in the agreement that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests:
 - 7.2.1 could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - 7.2.2 could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or pxotential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Parliamentary Protective Service and have ceased that employment within twenty-four (24) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Service Area:
Last Date of Employment with the Parliamentary Protective Service:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The Bidder agrees that, upon request, the Bidder will provide the Parliamentary Protective Service with additional information from each individual identified above in the form prescribed by the Parliamentary Protective Service.

CONTINUATION

APPENDIX B – PROPOSAL SUBMISSION FORM

8. DISCLOSURE OF INFORMATION

The Bidder hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this proposal by the Parliamentary Protective Service to the Parliamentary Protective Service's advisors retained for the purpose of evaluating or participating in the evaluation of this proposal.

 Signature of Witness
 Signature of Bidder Representative

 Name of Witness
 Name and Title

 Date:
 I have authority to bind the Bidder and attest to the accuracy of the information provided in

this proposal.

CONTINUATION

APPENDIX C – PRICING STRUCTURE FORM

1. PRICING

The Bidder must provide pricing for each item.

1.1 Ceiling Per Diem Rates

Ceiling per diem rates must include all costs, labour, material, overhead, general and administrative expenses and profit, but be exclusive of the Goods and Services Tax (GST) (or other applicable Federal Tax), and must be quoted in Canadian dollars. Rates may be negotiated downward at the time of PO competition.

1.2 **Definition of a Regular Business Day**

A day is defined as seven (7.0) hours (exclusive of meal and breaks). Payment shall be for days actually worked with no provision for overtime, annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

Hours worked x per diem rate 7.0

Work Stream 1 – Internal Audit Services Pricing

	Description Unit of measures		All-Inclusive Rates*		
Item		Unit of measure	Period of Agreement		
		measure	Year 1	Year 2	Year 3
	All-inclusive Ceiling Rates for additional work that may be required by the PPS or Authorized Users as per Section 6 - Resource Qualifications of Appendix D - Statement of Requirements				
	Partner	Per diem			
1.1	Project Manager/Leader	Per diem			
	Senior auditor	Per diem			
	Auditor	Per diem			
	Junior Auditor	Per diem			

CONTINUATION

* The Parliamentary Protective Service will not accept additional fees over and above the All-Inclusive Ceiling Per Diem Rates included herein.

Price Adjustments

Beginning in the first option year (year 4) and applying to the additional option year (years 5), All-Inclusive Ceiling Per Diem Rates may be reviewed annually at the Supplier's request by applying an economic indicator to the last year of the previous period's Ceiling Per Diem Rates. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the All-Inclusive Ceiling Per Diem Rates for each option year exercised, as applicable. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

URL: http://www.bankofcanada.ca/rates/price-indexes/cpi/

Work Stream 2 – Forensic Audit Service Pricing

			All-Inclusive Rates*		
ltem	Description	Unit of measure	Period of Agreement		
		measure	Year 1	Year 2	Year 3
	All-inclusive Ceiling Rates for additional work that may be required by the PPS or Authorized Users as per Section 6 - Resource Qualifications of Appendix D - Statement of Requirements				
	Partner Per diem				
1.1	Project Manager/Leader	Per diem			
	Senior auditor, accountant or legal investigator	Per diem			
	Auditor, Accountant Per or Legal Investigator diem				
	Junior Auditor, Accountant or Legal Investigator	Per diem			

* The Parliamentary Protective Service will not accept additional fees over and above the All-Inclusive Rates included herein.

Price Adjustments

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Beginning in the first option year (year 4) and applying to the additional three (3) option years (years 5, 6 and 7), All-Inclusive Rates may be reviewed annually at the Supplier's request by applying an economic indicator to the last year of the previous period's All-Inclusive Rates. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the All-Inclusive Rates for each option year exercised, as applicable. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

URL: http://www.bankofcanada.ca/rates/price-indexes/cpi/

Work Stream 3 : External Audit Services Pricing

ltem				All-Inclusive Rates	clusive Rates*	
	Description	Unit of measure	Period of Agreement			
		mououro	Year 1	Year 2	Year 3	
	All-inclusive Ceiling Rates for additional work that may be required by the PPS or Authorized Users as per Section 6 - Resource Qualifications of Appendix D - Statement of Requirements					
	Partner Per diem					
1.2	Project Manager/Leader	Per diem				
	Senior auditor	Per diem				
	Auditor	Per diem				
	Junior Auditor	Per diem				

* The Parliamentary Protective Service will not accept additional fees over and above the All-Inclusive Rates included herein.

Price Adjustments

Beginning in the first option year (year 4) and applying to the additional three (3) option years (years 5, 6 and 7), All-Inclusive Rates may be reviewed annually at the Supplier's request by applying an economic indicator to the last year of the previous period's All-Inclusive Rates. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the All-Inclusive Rates for each option year exercised, as applicable. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

URL: http://www.bankofcanada.ca/rates/price-indexes/cpi/

CONTINUATION

Work Stream 4 : Financial Accounting Services Pricing

	Description Unit of		All-Inclusive Rates*		
Item		Unit of measure	Period of Agreement		
		measure	Year 1	Year 2	Year 3
	All-inclusive Ceiling Rates for additional work that may be required by the PPS or Authorized Users as per Section 6 - Resource Qualifications of Appendix D - Statement of Requirements				
	Partner	Per diem			
1.2	Project Manager/Leader	Per diem			
	Senior accountant	Per diem			
	Accountant	Per diem			
	Junior Accountant	Per diem			

* The Parliamentary Protective Service will not accept additional fees over and above the All-Inclusive Rates included herein.

Price Adjustments

Beginning in the first option year (year 4) and applying to the additional three (3) option years (years 5, 6 and 7), All-Inclusive Rates may be reviewed annually at the Supplier's request by applying an economic indicator to the last year of the previous period's All-Inclusive Rates. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the All-Inclusive Rates for each option year exercised, as applicable. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

URL: http://www.bankofcanada.ca/rates/price-indexes/cpi/

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Work Stream 5 : Program Evaluation Services Pricing

		Unit of measure	All-Inclusive Rates*		
Item	Description		Period of Agreement		
		measure	Year 1	Year 2	Year 3
	All-inclusive Ceiling Rates for additional work that may be required by the PPS or Authorized Users as per Section 6 - Resource Qualifications of Appendix D - Statement of Requirements				
	Partner Per diem				
1.1	Project Manager/Leader	Per diem			
	Senior evaluator	Per diem			
	Evaluator	Per diem			
	Junior Evaluator	Per diem			

* The Parliamentary Protective Servicewill not accept additional fees over and above the All-Inclusive Rates included herein.

Price Adjustments

Beginning in the first option year (year 4) and applying to the additional three (3) option years (years 5, 6 and 7), All-Inclusive Rates may be reviewed annually at the Supplier's request by applying an economic indicator to the last year of the previous period's All-Inclusive Rates. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the All-Inclusive Rates for each option year exercised, as applicable. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

URL: http://www.bankofcanada.ca/rates/price-indexes/cpi/

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

1. <u>TITLE</u>

Various Audit Services

2. PURPOSE

The Parliamentary Protective Service (PPS) wishes to establish Framework Agreements to obtain multiple audit services by qualifying suppliers in one or more of the following five (5) work streams:

- Work Stream 1: Internal Audit Services
- Work Stream 2: Forensic Audit Services
- Work Stream 3: External Audit Services
- Work Stream 4: Financial Audit Services
- Work Stream 5: Program Evaluation Services

3. BACKGROUND

On June 23, 2015, the Parliamentary Protective Service was created through amendments to the *Parliament* of *Canada Act* made by the *Economic Action Plan 2015 Act, No. 1*. The Speaker of the Senate and the Speaker of the House of Commons are, as the custodians of the powers, privileges, rights and immunities of their respective Houses and of the members of those Houses, responsible for the Service. The newly created parliamentary entity amalgamated the former Senate Protective Service, House of Commons Security Services into a single unified security entity to serve the Parliament of Canada.

PPS is a separate parliamentary entity responsible for all matters with respect to physical security throughout the Parliamentary Precinct and Parliament Hill. The Director executes his or her mandate under the joint general policy direction of the Speaker of the Senate and the Speaker of the House of Commons. The Speakers of both Houses, being responsible for the Service, and the Minister of Public Safety and Emergency Preparedness, have entered into an arrangement to have the RCMP lead the physical security operations of the Service.

As a parliamentary institution that is constitutionally independent of the Government of Canada, PPS is not subject to accounting policies and directives of the Treasury Board of Canada or any other Canadian Government department. Nevertheless, the PPS does recognize these policies and directives as sources for best practices and works to uphold the spirit in which they were written to the extent possible, given its unique context.

PPS does not have an Internal Audit department. PPS has been preparing its Financial Statements in accordance with the Canadian public sector accounting standards and obtained unqualified auditor's reports since its creation.

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

4. **DEFINITIONS**

TERM/ACRONYM	DEFINITION
Contracting Authority	The Contracting Authority shall be the sole authority on behalf of the Service for the administration and management of the FA. Any changes to the FA must be authorized in writing by the Contracting Authority. Suppliers shall not perform work in excess of or outside the scope of the FA based on written requests from any personnel from thr Service other than the Contracting Authority. The Contracting Authority for this requirement is named in clause 34 of the Terms and Conditions.
Framework Agreement (FA)	An overarching agreement between the Service and a Supplier to provide services on an as-and-when-requested basis. A FA does not constitute a Contract. Individual service requirements will be initiated via a Purchase Order (PO). Upon acceptance of the PO by the Supplier, the PO forms a binding contractual commitment.
PPS The Service	Parliamentary Protective Service
Parliamentary Precinct	For the purposes of this agreement, the Parliamentary precinct refers to buildings situated North and South of Wellington Street in the city of Ottawa that are occupied by the Service.
Project Authority (PA)	A person, occupying a specific position within the Service or fulfilling a specific organizational function, who is responsible for administration and management of any PO's and monitoring the Suppliers' execution of the work under the FA, as well as acting as a single point of contact on behalf of the Service.
Purchase Order (PO)	Under a valid FA, a document prepared by the PPS Project Authority and issued by the PPS Contracting Authority subsequent to a PO evaluation process, which constitues a Contract between the Supplier and PPS, and which will contain requirements for the provision of services, which will be consistent with the SOR and may consist of any combination of the required services listed in 5, Description and Scope of Work or 6, Deliverables, and in accordance with the tasks associated with each Resource Category defined herein.
SOR	Statement of Requirements
Supplier(s)	The qualified supplier(s) selected pursuant to the competitive selection process, who under a valid FA are eligible to be considered for any resulting PO based on the Work Allocation Procedure defined herein.
Work Stream	Individual pacakages of work, described within the SOR, each comprised of their own scope of work, deliverables and resource requirements. Bidders may chose to bid on one or any combination of Work Streams.

5. DESCRIPTION AND SCOPE OF WORK

5.1 In response to a PO, the Supplier shall provide qualified resources in accordance with the Work Streams in which they have qualified to provide services:

Work Stream 1:	Internal Audit Services
Work Stream 2:	Forensic Audit Services
Work Stream 3:	External Audit Services

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CONTINUATION

Work Stream 4:	Financial Audit Services	
Work Stream 5:	Program Evaluation Services	

- 5.2 In the provision of services to PPS, the Supplier shall:
 - 5.2.1 Provide required personnel on an "as and when requested basis", in response to a PO;
 - 5.2.2 Provide management and oversight of the Supplier's personnel;
 - 5.2.3 Provide qualified replacements for Supplier's personnel at the request of the PPS Project or Technical Authority, and at times when Supplier personnel become unavailable to fulfil the requirements of a PO, in accordance with the procedures detailed in Section 7, Supplier Resource Requirements and Minimum Qualifications; and,
 - 5.2.4 Execute the work in accordance with the Statement of Requirements and pursuant POs.
- 5.3 Services delivered under this FA will be on an "as and when requested" basis. The House of Commons makes no commitment or representation that a minimum level of business or any level of business will result from this RFP. The House of Commons does not imply nor warrant that it will require the Supplier's services.

5.5 Internal Audit Services

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

The range of activities under this stream could include, but not necessarily be limited to:

- 5.5.1 Value-for-money audit
- 5.5.2 Compliance audit
- 5.5.3 Assurance audit
- 5.5.4 Management controls audit
- 5.5.5 Operational audit
- 5.5.6 Horizontal or sectoral audits
- 5.5.7 Develop audit or assurance methodologies to meet the requirements

5.6 Forensic Audit Services

Forensic accounting is a specialty practice area of accounting that investigates whether firms engage in financial reporting misconduct. Forensic accountants apply a range of skills and methods to determine whether there has been financial reporting misconduct.

Forensic Auditors are experienced auditors, accountants, or investigators of legal and financial documents that are hired to investigate suspicious activities (potentially fraud) within an organization; or are hired by an organization to implement controls to prevent fraudulent activities from occurring. The range of activities under this Stream could include, but are not necessarily be limited to:

- 5.6.1 Forensic accounting
- 5.6.2 Establishment of effective continuous auditing for fraud detection
- 5.6.3 Fraud and allegation investigations

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- 5.6.4 Assistance with conducting witness and fact-finding interviews
- 5.6.5 Attestation of testimony in the courts
- 5.6.6 Business evaluations of damages
- 5.6.7 Root cause analysis and internal control and compliance program remediation
- 5.6.8 Anti-Fraud Programs Fraud Awareness and Prevention Processes
- 5.6.9 Administrative inquiries
- 5.6.10 Evolving fraud related accounting/legal standards
- 5.6.11 Computer skills related to the various requirements of forensic requirements

5.7 External Audit Services

External audit is defined as the audit of the financial statements of the organization in which independent auditors perform the task of examining validity of financial records of the institution carefully to find out if there is any misstatement in the records due to fraud, error or embezzlement.

An external auditor performs an audit, in accordance with Canadian Public Sector Accounting Standards, of the financial statements of an organization and is independent of the entity being audited. Users of the entity's' financial information rely on the external auditor to present an unbiased and independent audit report.

The audit report shall express an opinion as to whether the financial statements present fairly, in all material respects, the financial position of the organization, and the results of its operations, change in net debt and its cash flows for the year in accordance with the Canadian public sector accounting standards.

The range of activities under this Stream could include, but are not necessarily be limited to:

- 5.7.1 Preparation of financial statements, including notes and schedules
- 5.7.2 Preparation of year-end working papers and lead sheets
- 5.7.3 Preparation of accounting schedules and reconciliations
- 5.7.4 Comparative analysis of current and prior results,
- 5.7.5 Documentation supporting transactions selected for testing
- 5.7.6 Typing of confirmations and other related correspondence
- 5.7.7 Other reasonable assistance as required by the Supplier
- 5.7.8 Meetings with the Supplier during the planning and ongoing work of the audit
- 5.7.9 Provide assistance with the preparation of the notes to the financial statements as required
- 5.7.10 Establishment of effective continuous auditing for fraud detection
- 5.7.11 Provide professional advice as required (e.g., changes in Accounting standards)
- 5.7.12 Provide a written audit opinion on the financial statements

5.8 Financial Audit Services

Financial Accounting is the field concerned with the summary, analysis and reporting of financial transactions, related to an organization, ensuring appropriate authorities have been respected, internal controls are in place and functional, and policies adhered to. Financial audit services are required to support the various activities of this field of expertise.

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The range of activities under this Stream could include, but are not necessarily be limited to:

- 5.8.1 Assessment of internal controls over financial management including the documentation of financial business process, flowcharts, and risk control matrix;
- 5.8.2 Sampling of financial transactions to assess compliance with delegated authorities, policies and procedures; and
- 5.8.3 Costing analysis to ensure full cost impact of proposals have been accounted for.

5.9 **Program Evaluation Services**

A program evaluation audit is an independent assessment of an entity's operations to determine if specific programs or functions are working as intended to achieve stated goals. The scope of a program evaluation audit may vary, but will usually include an assessment of effectiveness, efficiency, and compliance with program requirements.

The range of activities under this Stream could include, but are not necessarily be limited to:

- 5.9.1 Data analysis
- 5.9.2 Document Reviews
- 5.9.3 Internal Interviews and focus group with PPS Programs
- 5.9.4 Project and program review
- 5.9.5 Policies, process maps and procedures review
- 5.9.6 Cost analysis (Program Input: Personnel and non-personnel resources; Program output: activities and program outcomes)
- 5.9.7 Report on findings and recommendations

6. <u>DELIVERABLES</u>

6.1 Work Stream 1: Internal Audit Services Deliverables

The range of deliverables under this Work Stream may include, but not necessarily be limited to, any combination of the following:

Internal Audit Services Deliverables					
Title	Description	Submission	Timelines		
Audit plan	Clear explanation of the planned audit steps necessary to arrive at an opinion on the internal audit.	Provided to the Authorized Users in either English or French.	As required		
	This should include scope, materiality and areas of audit emphasis.	Deliverable is to be submitted electronically in a Word format.			

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Progress Reporting	Weekly verbal progress reports	Provided verbally to the Authorized Users in either English or French.	Weekly during the field work phase of the audit
Notifications	Notice of key findings as they are found. Advance notification of recommendations.	Provided in writing to the Authorized Users in either English or French.	As required
Meetings	Meetings with the Supplier during the planning and field work stages of the audit.	The Supplier shall meet with the Authorized Users upon request. The frequency of the meetings will be determined at the sole discretion of the Authorized Users. The purpose of these meetings shall be to discuss the planning and field work stages of the audit	As required
Audit Report	Final report that expresses an overall audit opinion to the Authorized Users.	Provided to the Authorized Users in both English and French. Deliverable is to be submitted electronically in a PDF format	As required

6.2 Work Stream 2: Forensic Audit Services Deliverables

Forensic Audit Services Deliverables			
Title	Description	Submission	Timelines
Forensic Audit plan	Clear explanation of the planned audit steps necessary to arrive at an opinion on the Forensic Audit. This should include scope, materiality and areas of forensic audit emphasis.	Provided to the Authorized Users in either English or French. Deliverable is to be submitted electronically in a Word format.	As required

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Progress Reporting	Weekly verbal progress reports	Provided verbally to the Authorized Users in either English or French.	Weekly during the field work phase of the audit
Notifications	Document and provide a written financial review of key findings at different audit phases (planning, conduct & reporting)	Provided in writing and verbally to the Authorized Users in either English or French.	As required
Meetings	Short report and presentation after the financial review stages of the forensic audit.	The Supplier shall submit an overall review of the general findings to the Authorized Users. The supplier shall meet with the Authorized Users to present the report.	As required
Audit Report	Final report with general findings and observations and, where applicable, include recommendations	Provided to the Authorized Users in both English and French. Deliverable is to be submitted electronically in a PDF format	As required

6.3 Work Stream 3: External Audit Services Deliverables

External Audit Services Deliverables			
Title	Description	Submission	Timelines
Audit plan	Clear explanation of the planned audit steps necessary to arrive at an opinion on the financial records validity. This should include scope, materiality and areas of audit emphasis.	Provided to the Authorized Users in either English or French. Deliverable is to be submitted electronically in a Word format.	April
Audit Work	Field or virtual work	Constant communication with the authorized users to obtain required information	May-June

Progress Reporting	Weekly verbal progress reports	Provided verbally to the Authorized Users in either English or French.	Weekly during the field work phase of the audit
Notifications	Notice of inconsistencies or weaknesses in financial records or controls as they are found. Advanced notifications for advice on presentation of financial information in the financial statements.	Provided in writing to the Authorized Users in either English or French.	As required
Meetings	Meetings with the Supplier during the planning and field work stages of the audit.	The Supplier shall meet with the Authorized Users upon request. The frequency of the meetings will be determined at the sole discretion of the Authorized Users. The purpose of these meetings shall be to discuss the planning and field work stages of the audit	As required
Audit Report	Final report that expresses an overall audit opinion as to whether the financial records are valid (errors, fraud or embezzlement) and present fairly the financial situation of the Authorized Users.	Provided to the Authorized Users in both English and French. Deliverable is to be submitted electronically in a PDF format	September
Presentation to Senior Management	The Authorized Users may call upon the Supplier to present key findings, risks and recommendations should complex or contentious issues arise.	Provided verbally to senior management in either English or French.	As required
Presentation to Senior governance officials	Presentation of the Audit findings report to the Chief Financial Officer (CFO) and Director These presentations will provide an overview, including any changes made to the audit plan, areas of audit emphasis, information on any errors, fraud or	Provided to the Authorized Users in both English and French. Deliverable is to be submitted electronically in a.PDF format or in a PowerPoint format (.pptx), and key points presented orally in a short presentation to the CFO and Director.	As required

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embezzlement, as well as the	
official audit opinion.	

6.4 Work Stream 4: Financial Accounting Services Deliverables

	Financial Accounting Services Deliverables		
Title	Description	Submission	Timelines
Financial audit plan	Clear explanation of the planned financial audit steps. This should include scope, materiality and areas of financial audit emphasis.	Provided to the Authorized Users in either English or French. Deliverable is to be submitted electronically in a Word format.	As required
Progress Reporting	Weekly verbal progress reports	Provided verbally to the Authorized Users in either English or French.	Weekly during the field work phase of the audit
Assessment	Assessment of internal controls over financial management including the documentation of financial business process, flowcharts and risk control matrix.	Provided in writing to the Authorized Users in either English or French in a PDF format.	As required
Meetings	Meetings with the Supplier during the planning and field work stages	The Supplier shall meet with the Authorized Users upon request. The frequency of the meetings will be determined at the sole discretion of the Authorized Users. The purpose of these meetings shall be to discuss the planning and field work stages of the audit	As required
Various reports	Various final report that expresses an overall opinion on various financial audit services to the Authorized Users.	Provided to the Authorized Users in both English and French. Deliverable is to be submitted electronically in a PDF format	As required

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6.5 Work Stream 5: Program Evaluation Deliverables

Program Evaluation Deliverables			
Title	Description	Submission	Timelines
Program Evaluation plan	Clear explanation of the planned evaluation steps necessary to arrive at an opinion on the programs. This should include scope, materiality and areas of evaluation emphasis.	Provided to the Authorized Users in either English or French. Deliverable is to be submitted electronically in a Word format.	As required
Progress Reporting	Weekly verbal progress reports	Provided verbally to the Authorized Users in either English or French.	Weekly during the field work phase of the audit
Program evaluation & Cost analysis	Program input and output review in a report format and presentation of outcomes and impact evaluation Direct and Indirect Cost of program in a report format with a presentation on effectiveness, utility and benefits of programs	Provided in writing to the Authorized Users in either English or French.	As required
Meetings	Meetings with the Supplier during the planning and field work stages of the evaluation	The Supplier shall meet with the Authorized Users upon request. The frequency of the meetings will be determined at the sole discretion of the Authorized Users. The purpose of thes meetings shall be to discuss the planning and field work stages of the evaluation	As required
Evaluation Report	Final report that expresses an overall program evaluation as to whether programs are effective and beneficial.	Provided to the Authorized Users in both English and French.	As required

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	Deliverable is to be submitted	
	electronically in a PDF format	

7. SUPPLIER RESOURCE REQUIREMENTS AND MINIMUM QUALIFICATIONS

- 7.1 In response to a PO, the Supplier shall provide the services of qualified resources within each of the following Resource Categories applicable to the Work Stream(s) in which they have qualified, as specified in the PO, and in accordance with the typical roles, responsibilities and experience requirements identified herein for each individual Resource Category.
- 7.2 At a minimum, deployed resources shall meet or exceed the stated minimum qualifications and required experience, as defined herein, for the Resource Category in which they are performing the work, as identified in the PO.
- 7.3 The following tables define the minimum qualifications relevant to each Resource Category within each Work Stream required by PPS.

	Work Stream 1: Internal Audit
required with the wo	be asked to provide subject matter expertise when providing the additional work ork described in the deliverables herein. As applicable, a quotation will be requested a PPS Project Authority.
Partner/Managing Director	 Has the full authority to represent the Supplier at an executive level of the firm Professional accounting designation (CPA, CA, CGA, CMA, CIA or CGAP); Experience: within the past ten (10) years, must have a minimum of eight (8) cumulative years of audit experience, including at least two (2) cumulative years of experience in internal audit.
Project Manager/Leader	 Professional accounting designation (CPA, CA, CGA, CMA, CIA or CGAP); Experience: within the past ten (10) years, must have a minimum of six (6) cumulative years of audit experience, including at least two (2) cumulative years of experience in internal audit and at least two (2) cumulative years of experience in leading projects relevant to the Stream.
Senior Auditor	 Professional accounting designation: (CPA, CA, CMA, CGA, CIA or CGAP); Experience: within the past ten (10) years, must have a minimum of four (4) cumulative years of audit experience.
Auditor	 Professional accounting designation: (CPA, CA, CMA, CGA, CIA or CGAP) or a diploma of post-secondary educational program in accounting, finance, business administration, commerce or economics and in the process of obtaining a professional designation; Experience: within the five (5) years, must have a minimum of two (2) cumulative years of audit experience.
Junior Auditor	 Diploma or in the process of obtaining a post-secondary educational program in accounting, finance, business administration, commerce or economics from a recognized university or college which is relevant to the Stream and/or Statement of Work.

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	Work Stream 2: Forensic Audit
Partner/Managing Director	 Has the full authority to represent the Supplier at an executive level of the firm Professional designation in any one of the following: CPA, CA, CMA, CGA, CIA, CGAP or Certified Fraud Examiner (CFE) Experience: within the past four (4) years, must have completed a minimum of four (4) forensic audit projects, each valued at more than \$50,000; and within the past ten (10) years, must have a minimum of five (5) cumulative years of forensic audit experience.
Project Manager/Leader	 Professional designation in any one of the following: CPA, CA, CMA, CGA, CIA, CGAP or CFE ;Experience: within the past four (4) years, must have completed a minimum of three (3) forensic audit projects, each valued at more than \$50,000; and within the past ten (10) years, must have a minimum of five (5) cumulative years of experience in forensic audit, including at least two (2) cumulative years of experience in leading projects relevant to the Stream.
Senior Auditor	 Professional designation in any one of the following: CPA, CA, CMA, CGA, CIA, CGAP; or a CFE ;Experience: within the past four (4) years, must have participated in a minimum of two (2) forensic audit projects, each valued at more than \$50,000; and within the past ten (10) years, must have a minimum of three (3) cumulative years of forensic audit experience.
Auditor	 Professional designation in any one of the following: CPA, CA, CMA, CGA CGAP, CFE; or a diploma of post-secondary educational program in accounting, finance, business administration, commerce or economics and in the process of obtaining a professional designation Experience: within the past four (4) years, must have participated in a minimum of one (1) forensic audit project, valued at more than \$50,000; and within the past five (5) years, must have a minimum of one (1) cumulative year of forensic audit experience.
Junior Auditor	• Diploma or in the process of obtaining a post-secondary educational program in accounting, finance, business administration, commerce or economics from a recognized university or college which is relevant to the Stream and/or the Statement of Work.

Work Stream 3: External Audit		
Partner/Managing	Has the full authority to represent the Supplier at an executive level of the firm;	
Director	 Professional accounting designation in any one of the 	
	following: CPA, CA, CMA, CGA or CGAP;	
	Three (3) years as a partner in an audit firm;	
	• Experience: within the past ten (10) years, must have a minimum of eight (8)	
	cumulative years of external audit of financial statements and related services	
	experience;	
	 Work on audit of financial statements within the public sector. 	

Project Manager/Leader Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; Experience: within the past ten (10) years, must have a minimum of six (6) cumulative years of external audit of financial statements and related services experience; Work on audit of financial statements within the public sector; At least one (1) year of experience in the role of project manager/leader. Senior Auditor Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; Experience: within the past ten (10) years, must have a minimum of four () cumulative years of external audit of financial statements and related services experience; Work on audit of financial statements within the public sector; At least one (1) year of experience in the role of senior auditor. Auditor Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; or a diploma of post-secondary educational program in accounting, finance, business administration, commerce or economics and in the process of obtaining a professional accounting designation; Experience: within the past ten (5) years, must have a minimum of two (3) cumulative years of external audit of financial statements and related services experience; Work on audit of financial statements within the public sector; At least one (1) year of experience in the role of auditor. Junior Auditor Diploma or in the process of obtaining a post-secondary educational program in accounting, finance, business administration, commerce or economics from a recognized uni					
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 Experience: within the past ten (10) years, must have a minimum of six (6) cumulative years of external audit of financial statements and related services experience; Work on audit of financial statements within the public sector; At least one (1) year of experience in the role of project manager/leader. Senior Auditor Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; Experience: within the past ten (10) years, must have a minimum of four () cumulative years of external audit of financial statements and related services experience; Work on audit of financial statements within the public sector; At least one (1) year of experience in the role of senior auditor. Auditor Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; or a diploma of post-secondary educational program in accounting, finance, business administration, commerce or economics and in the process of obtaining a professional accounting designation; Experience: within the past ten (5) years, must have a minimum of two (3) cumulative years of external audit of financial statements and related services experience; Work on audit of financial statements within the public sector; At least one (1) year of experience in the role of auditor. 	Manager/Leader				
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 Auditor Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; or a diploma of post-secondary educational program in accounting, finance, business administration, commerce or economics and in the process of obtaining a professional accounting designation; Experience: within the past ten (5) years, must have a minimum of two (3) cumulative years of external audit of financial statements and related services experience; Work on audit of financial statements within the public sector; At least one (1) year of experience in the role of auditor. Junior Auditor Diploma or in the process of obtaining a post-secondary educational program in accounting, finance, business administration, commerce or economics from a recognized university or college which is relevant to the Stream and/or the 		 Work on audit of financial statements within the public sector; 			
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 following: CPA, CA, CMA, CGA or CGAP; or a diploma of post-secondary educational program in accounting, finance, business administration, commerce or economics and in the process of obtaining a professional accounting designation; Experience: within the past ten (5) years, must have a minimum of two (3) cumulative years of external audit of financial statements and related services experience; Work on audit of financial statements within the public sector; At least one (1) year of experience in the role of auditor. Diploma or in the process of obtaining a post-secondary educational program in accounting, finance, business administration, commerce or economics from a recognized university or college which is relevant to the Stream and/or the 	Auditor	Professional accounting designation in any one of the			
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a recognized university or college which is relevant to the Stream and/or the	Junior Auditor				
		a recognized university or college which is relevant to the Stream and/or the			
Statement of VVork.		Statement of Work.			

	Work Stream 4: Financial Accounting Services
Partner/Managing Director	 Has the full authority to represent the Supplier at an executive level of the firm; Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; Experience: within the past ten (10) years, must have a minimum of eight (8) cumulative years of financial and accounting and related services experience.
Project Manager/Leader	 Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; Experience: within the past ten (10) years, must have a minimum of six (6) cumulative years of financial and accounting and related services experience, including at least two (2) cumulative years of experience in leading projects relevant to the Stream.
Senior Auditor	 Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; Experience: within the past ten (5) years, must have a minimum of three (3) cumulative years of financial and accounting and related services experience.

CONTINUATION

Auditor	 Professional accounting designation in any one of the following: CPA, CA, CMA, CGA or CGAP; or a diploma of post-secondary educational program in accounting, finance, business administration, commerce or economics and in the process of obtaining a professional accounting designation; Experience: within the past ten (5) years, must have a minimum of two (2) cumulative years of financial and accounting and related services experience.
Junior Auditor	 A diploma or in the process of obtaining a post-secondary educational program in accounting, finance, business administration, commerce or economics from a recognized university or college which is relevant to the Stream and/or the Statement of Work.

	Work Stream 5: Program Evaluation				
Partner/Managing Director	 g Has the full authority to represent the Supplier at an executive level of the firm; Post-secondary educational program in accounting, finance, business administration, commerce or economics; Experience: within the past ten (10) years, must have a minimum of eight (8) cumulative years of program evaluation and related services experience. 				
Project Manager/Leader	 Post-secondary educational program in accounting, finance, business administration, commerce or economics; Experience: within the past ten (10) years, must have a minimum of six (6) cumulative years of program evaluation and related services experience, including at least two (2) cumulative years of experience in leading projects relevant to the Stream. 				
Senior Evaluator	 Post-secondary educational program in accounting, finance, business administration, commerce or economics; Experience: within the past ten (10) years, must have a minimum of four (4) cumulative years of program evaluation and related services experience. 				
Evaluator	 Post-secondary educational program in accounting, finance, business administration, commerce or economics; Experience: within the five (5) years, must have a minimum of two (2) cumulative years of program evaluation and related services experience. 				
Junior Evaluator	 A diploma or in the process of obtaining a post-secondary educational program in accounting, finance, business administration, commerce or economics from a recognized university or college which is relevant to the Stream and/or the Statement of Work. 				

- 7.4 The Supplier shall provide the services of the resources named within a signed PO to perform the work, unless the Supplier is unable to do so for reasons beyond their control.
- 7.5 The Supplier and/or proposed resource(s) shall remain free of potential bias and undue influence in order to ensure a true objective and independent opinion.

7.6 Replacement of Resources

7.6.1 Replacement of resources who are named within a PO may be undertaken by the Supplier on a case-by-case basis for extenuating circumstances only, and only with prior written approval from

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

the PPS Project Authority. Resource replacement will be considered only in circumstances such as lengthy illness, maternity leave, unresolvable working relationships, an employee leaving the Firm, etc. The suitability of proposed replacement resources will be at the exclusive discretion of the PPS Project Authority.

- 7.6.2 Any cost associated with the replacement of resources shall be entirely at the Supplier's expense.
- 7.6.3 Should the Supplier at any time be unable to provide the services of the resource(s) named within the PO, the Supplier shall be responsible for providing replacement resources at the same cost, who shall be of equivalent or greater ability or attainment, and whom shall be acceptable to the PPS Project Authority.
- 7.6.4 In advance of the date upon which any replacement resource(s) are to commence work, the Supplier shall notify the PPS Project Authority, in writing, of the reason for the unavailability of the named resource(s). The Supplier shall then provide to the PPS Project Authority the name(s) and detailed CV of the qualifications and experience of the proposed replacement resource(s). Proposed replacement resource(s) shall meet or exceed the experience, education, knowledge, skills and abilities of the resource(s) they are proposed to replace. Proposed replacement resource(s) may be interviewed by the PPS Project Authority to ensure the suitability of the resource(s)' experience and qualifications. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) they are proposed to replace, PPS reserves the right to refuse the proposed replacement resource(s).
- 7.6.5 Under no circumstances shall the Supplier allow performance of the work under a PO by a replacement resource that has not been duly authorized by the PPS Project Authority.
- 7.6.6 PPS reserves the exclusive right to direct the Supplier to undertake replacements of its resources should deployed Supplier resources not meet the PPS' skills and abilities expectations. Resource replacement made by the Supplier may only be undertaken with the express and prior written authorization of the PPS Project Authority.
- 7.6.7 PPS requires that effective and continuous control be maintained throughout the duration of the FA and any resulting POs. If the Supplier is required to provide replacement resources, the Supplier shall provide the required support to ensure a smooth transition from one resource to another. This may require the incumbent resource to provide coaching and support to the replacement resource(s), for a maximum of two (2) calendar weeks, at the sole expense of the Supplier.
- 7.6.8 Any replacement resource(s) approved by PPS shall be available and on-site to commence work within five (5) business days of the Supplier being notified by the PPS Project Authority.
- 7.6.9 In the event that the Supplier is unable to provide the services of a resource that is of equivalent or greater ability or attainment and is acceptable to the PPS Project Authority, PPS may issue the PO to another qualified Supplier or may terminate the PO.

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

7. LOCATION OF WORK

It is expected that some of the work may be conducted on the Supplier's premises, with interviews conducted virtually. However, the supplier may be provided access to PPS facilities upon request and approval.

8. LANGUAGE OF WORK

- 8.1 The Supplier representative responsible for performing interviews shall be able to conduct interviews in French and English.
- 8.2 The Supplier representative responsible for liaising with Authorized Users' employees shall be able to do so verbally in French and English.

9. WORK ALLOCATION PROCESS

The Authorized Users will request a proposal for services (task based) as per the following Work Initiation Process:

- 9.1 The PPS Project Authority will submit a Statement of Work (SOW) by email to the qualified Suppliers in the Work Stream to seek proposals.
- 9.2 Suppliers qualified in the Work Stream will be asked to submit a Proposal in response to the SOW, including CVs for the resources proposed, estimated levels of effort for each resource, applicable per diem rates, and responses to any additional criteria required by the PPS Project Authority.
- 9.3 Proposals must be received by the PPS Project Authority within the timeframe specified in the email to the Suppliers.
- 9.4 PPS will evaluate the proposals and request clarification, as required.
- 9.5 The PPS Project Authority will enter into negotiation with the top ranked supplier.
- 9.6 Upon agreement of the date and time and Services to be rendered, the PPS Project Authority will authorize the Supplier to proceed with the work by issuance of a Purchase Order (PO).
- 9.7 The Supplier shall not commence work until they are in possession of a signed PO issued by PPS.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

1. EVALUATION CRITERIA COMPLIANCE

- 1.1 Each response will be evaluated separately, against the Evaluation Criteria contained herein.
- 1.2 It is the Bidder's responsibility to ensure that their response provides sufficient evidence for the PPS Evaluation Team to assess the compliance of the response with the criteria listed in this RFP.
- 1.3 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's response is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the PPS Evaluation Team will be taken into consideration.
- 1.4 Bidders must include any reference material they wish to be considered for evaluation within their response. Any material or documents outside the response will not be considered. Should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material should be included within the response. URL links to the Bidder's website will not be considered by the PPS Evaluation Team.
- 1.5 Responses will be evaluated in accordance with the following two (2) stages:

Stage 1 - Bidders will be evaluated on the basis of the Mandatory Criteria.

- Stage 2 Bidders who have met all of the Mandatory Criteria will be evaluated on the basis of the Rated Criteria.
- **Stage 3** Bidders will be evaluated on the basis of their Financial Proposal and will be ranked based on their total evaluated score.

2. <u>COMPLIANCE MATRIX</u>

Bidders are asked to complete the following Compliance Matrices below and Response Templates (Bidder's Proposal Reference in criteria tables, Section E and Section F, Project Summary Template respectively) and submit with their response. The Criteria Compliance Matrices (below, Mandatory and Rated) will be used by the PPS Evaluation Team to find the required information in the Bidder's response. Bidders should include information on where within their response evidence can be found to support their compliance with each individual criterion.

3. FINANCIAL EVALUATION

- 3.1 The Bidder's Financial response is worth thirty (30%) of the overall point total.
- 3.2 Bidders must complete the Pricing Structure Form in Appendix C, Pricing Structure. Pricing will be scored based on a relative pricing formula using the methodology set out below in 3.3.

CONTINUATION

E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

3.3 Each Bidder will receive a percentage of the total possible points allocated to price by dividing that Bidder's total estimated price into the lowest bid total estimated price. For example, if a Bidder's offered price is \$120.00 and that is the lowest bid price, that Bidder receives 100% of the possible points (120/120 = 100%). A Bidder who offers a price of \$150.00 receives 80% of the possible points 120/150 = 80%), and a Bidder who offers a price of \$240.00 receives 50% of the possible points (120/240 = 50%).

Lowest rate Second-lowest rate	x	Total available points = Score for offer with second-lowest rate
Lowest rate Third-lowest rate	x	Total available points = Score for offer with third-lowest rate
And an an far analy	offor	

And so on, for each offer.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND FINANCIAL EVALUATION

TABLE 1 – MANDATORY CRITERION (STAGE I)

Bidders must meet the following Mandatory Criteria in order to be considered on the basis of the Rated Criteria. Responses failing to meet any one of the the Mandatory Criteria will be deemed non-compliant and will not be considered further.

Bidders proposing against multiple Work Streams must respond to each Mandatory Criterion individually.

#	Description of Criterion				
	STREAM 1 : INTERNAL AUDIT				
M1	M1 Proposed Resources				
	The Bidder must submit a curriculum vitae (CV) for each Internal Audit resource category.				
	Submitted CVs must demonstrate that the proposed resource meets the minimum qualifications listed in required for Stream 1 in section 7 of the Statement of Requirements, Supplier Resource Requirements and Minimum Qualifications.				
	STREAM 2 - FORENSIC AUDIT				
M1	 Proposed Resources The Bidder must submit a curriculum vitae (CV) for each Forensic Audit resource category. Submitted CVs must demonstrate that the proposed resource meets the minimum qualifications listed in required for Stream 1 in section 7 of the Statement of Requirements, Supplier Resource Requirements and Minimum Qualifications. 				
	STREAM 3 - EXTERNAL AUDIT				
M1	Proposed Resources The Bidder must submit a curriculum vitae (CV) for each External Audit resource category. Submitted CVs must demonstrate that the proposed resource meets the minimum qualifications listed in required for Stream 1 in section 7 of the Statement of Requirements, Supplier Resource Requirements and Minimum Qualifications.				

	STREAM 4 – FINANCIAL AUDIT			
M 1	Proposed Resources			
	The Bidder must submit a curriculum vitae (CV) for each Financial Audit resource category.			
	Submitted CVs must demonstrate that the proposed resource meets the minimum qualifications listed in required for Stream 1 in section 7 of the Statement of Requirements, Supplier Resource Requirements and Minimum Qualifications.			
	STREAM 5 – PROGRAM EVALUATION			
M1	Proposed Resources			
	The Bidder must submit a curriculum vitae (CV) for each Program Evaluation resource category.			
	Submitted CVs must demonstrate that the proposed resource meets the minimum qualifications listed in required for Stream 1 in section 7 of the Statement of Requirements, Supplier Resource Requirements and Minimum Qualifications.			

CONTINUATION

TABLE 2 - RATED CRITERION (STAGE II)

Bidders who have met the Mandatory Criterion of the Work Stream against which they are submitting a prposal will be evaluated on the basis of the following Rated Criteria, applicable to each Work Stream.

#	Description of Criterion	Bidder's Proposal Reference
R1	Project Summaries	
	For each Work Stream against which the Bidder is submitting a proposal, the Bidder should provide two (2) Project Summaries demonstrating it has experience relevant to the work described in each applicable Work Stream of Appendix D – Statement of Requirements, and which was delivered to organizations other than PPS in the last five (5) years calculated from the closing date of this RFP.	
	The submitted Project Summaries will be assessed on the basis of their similarity and relevance to the scope and deliverables described for each Work Stream within the SOR. Within each Project Summary provided, the Bidder should indicate:	
	 Project Title; Name of the client organization, sector and type of organization (i.e. Telecommunications, 5000+ employees, etc.); Scope of the services provided, including deliverables (); Start and end date (YYYY-MM-DD); Project Size (\$-value to the Bidder); Number, level and role of Bidder resourcescontributing to the project; The extent to which the project was completed on time, on budget and the client was satisfied with the results of the project authority; and Client Project Authority: name, address, telephone number and email address; 	
	Bidder should provide the Project Summaries by completing a copy of the form included under Appendix F – Project Summary Template.	
	The Service reserves the right to communicate with the named client contact for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Offer. Should the Service choose to communicate with the named client contact and should one (1) or more named client contacts provide a negative reference regarding the accuracy or veracity of the Bidder's offer, the Bidder will not be awarded any points against this rated criterion (R1).	
R2	Approach and Methodology	
	The Bidder should demonstrate their approach to managing client expectations by providing a detailed description of the following:	

1.	General approach and methodology to conducting the work described in the Work Stream against which the Bidder is proposing (e.g. development of audit/evaluation plan; meetings and progress reporting; development of final reporting with recommendations);	
2.	Approach and methodology aimed at ensuring the quality and timeliness of all deliverables submitted to the PPS Project Authority under a PO;	
3.	Approach and methodology aimed at the recognition and mitigation of relevant risks that the Bidder anticipates within the resulting work, based on their experience;	
4.	Human Resources approach, including the Bidder's approach to the recruitment, training and development, and retention of qualified resources, aimed at ensuring the availability of back-up resources to replace existing (proposed) resources should the need arise under a PO;	
5.	Approach to communication aimed at ensuring that the PPS Project Authority is apprised of any progress, challenges, issues and risks that may arise during the course of the work under a PO; andComplaint resolution and escalation process related to issues raised by the PPS Project Authority.	

CONTINUATION

APPENDIX F – PROJECT SUMMARY TEMPLATE

In support of Rated Criterion R1 (Appendix E, Evaluation Criteria and Financial Evaluation), Bidders are asked to provide two (2) written Project Summaries for each Work Stream against which they are submitting a proposal.

Project Reference #:						
Client:						
Project Start Date (dd/mm/yyyy)		Project End Date: (dd/mm/yyyy)				
Approximate Annual Dollar Value to the Bidder (\$CAD)						
A description of the Client environment	nt in which the work too	ok place.				
The scope of service and types of deli	iverables that were com	pleted.				
Number, level and role of Bidder reso	urcescontributing to the	e project.				
The extent to which the project was co the project authority.	The extent to which the project was completed on time, on budget and the client was satisfied with the results of the project authority.					
Client Project Authority:						
Name:						
Address:						
Telephone Number:						
Email Address:						