



Request for Proposal (“RFP”) # 353 Professional Coaching Services

General Information:

The Office of the Auditor General of Canada (“OAG”) is seeking the professional services of senior and intermediate coaching resources, on an “as and when requested” basis via Task Authorizations.

Workstream 1 - Executive Coaching: for the provision of senior coaching resources who will deliver as and when requested individual or team executive coaching to participants. Participants in this workstream include individuals from the OAG Executive Committee.

Workstream 2 – One on One Coaching: for the provision of senior or intermediate coaching resources or both, who will deliver as and when requested individual one-on-one coaching services to participants. Participants in this workstream include any OAG employees except for the Executive Committee members.

Bidders should refer to Annex A (Statement of Work) of this RFP for further details on both workstreams.

Bidders may submit a proposal for one (1) or both workstreams. A separate proposal must be submitted for each workstream, indicating in the proposal the workstream for which the proposal is submitted. Multiple bids from the same Bidder, under one workstream, will not be accepted.

The OAG will recommend up to one (1) contract under workstream 1 and up to four (4) contracts under workstream 2.

This RFP describes the process by which a supplier may be selected for recommendation of a contract award. The term of any contract issued as a result of this RFP will be three (3) years with an option to extend the term by up to two (2) additional one (1) year periods under the same terms and conditions.

Background:

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

The OAG also has a specific mandate related to the environment and sustainable development, carried out by the Commissioner of the Environment and Sustainable Development (CESD), on behalf of the Auditor General.

The work of the OAG is conducted by a diverse staff of approximately 800 professionals and other personnel. The OAG’s head office is located in Ottawa and its four regional offices are located in Vancouver, Edmonton, Montréal and Halifax. Please see www.oag-bvg.gc.ca for further information about the OAG.

Through professional coaching services, the OAG seeks to maximize personal and professional potential to assist staff in acquiring and enhancing skills for enhanced performance, through accepting challenge, and to facilitate all OAG team members in succeeding to live to their potential.

The core coaching competencies for the OAG resemble those of the International Coach Federation (ICF) and include:

- a) Setting the foundation
 - Developing an understanding of coaching principles and practices
- b) Co-creating the relationship
 - Establishing trust
 - Maintaining coaching presence
- c) Communicating effectively
 - Active listening



- Powerful questioning
- Direct communication
- d) Facilitation learning and results
 - Creating awareness
 - Designing actions
 - Planning and goal setting
 - Managing progress and accountability

The OAG seeks to assist staff in accepting challenge, working smarter and being motivated to improve skills, to facilitate each OAG team member in succeeding to achieve their potential.

Trade Agreements:

The RFP is subject to the following Trade Agreements: World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-UK Trade Continuity Agreement (Canada-UK TCA), the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

Summary of Key RFP Dates and Defined Terms

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

Date of Issuance:	3 August, 2022
Deadline for Requests for Clarification:	26 August 2022, 14h00 Ottawa local time
Deadline for Proposals:	2 September 2022, 14h00 Ottawa local time
Proposal Validity Period:	120 calendar days from the Deadline for Proposals
Proposal Delivery Address:	Bids must be submitted at the following email address: suppliers@oag-bvg.gc.ca Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
Address for submitting Clarifications:	suppliers@oag-bvg.gc.ca
Anticipated Contract Award Date:	1 December, 2022
Procurement and Contracting Officer:	Joelle Ricciuti



Incorporated Sections and Forms

This RFP consists of the following sections, appendices and annexes, in addition to the first page of this RFP:

Instructions to Bidders:	Section 1 (RFP Terms and Conditions)
Evaluation and Selection Process:	Section 2 (Basis and Method of Evaluation); and Section 3 (Proposal Requirements)
Form of Contract:	Section 4 (Contract Terms and Conditions)
Contract Requirement for Services and/or Goods:	Annex A (Statement of Work) Appendix A to Annex A - Tasking Evaluation Procedure Appendix B to Annex A - Task Authorization Form Appendix C to Annex A - Resource Assessment Criteria Appendix D to Annex A - Certifications at the TA stage Annex B (Basis of Payment)
Forms:	Attachment A (Declarations and Certifications)



SECTION 1 RFP TERMS AND CONDITIONS

- 1.1 Bidder Definition. Bidder is the person or entity submitting a proposal responding to the requirements of the RFP and having legal capacity to contract (a “**Bidder**”). It does not include the parent, subsidiaries or other affiliates of the Bidder.
- 1.2 Proposal Delivery. Proposals are due to be received at the Proposal Delivery Address no later than the Deadline for Proposals specified on page 1 of this RFP. If the Proposal Delivery Address specified on page 1 of this RFP is a physical mail address, the time of proposal receipt shall be the time the physical proposal is received by an OAG authorized representative at the Proposal Delivery Address. If the Proposal Delivery Address is an email address, the time of proposal receipt shall be the time the electronic proposal is received in the inbox of the Proposal Delivery Address. It is the Bidder’s responsibility to ensure that the proposal is received at the Proposal Delivery Address no later than the Deadline for Proposals.
- 1.2.1 For bids transmitted by email, OAG will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the email service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data;
- 1.2.2 OAG will send an acknowledgement of the receipt of bid document(s) via email. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- 1.2.3 Bidders must ensure that they are using the correct email address for the proposal delivery address and should not rely on the accuracy of copying and pasting the email address.
- 1.2.4 A bid transmitted by email constitutes the formal bid of the Bidder and must be submitted in accordance with section 1.2.
- 1.2.5 Bidders may, in writing, revoke or modify a proposal received at the Proposal Delivery Address at any time up to the Deadline for Proposals. Bidders may not, without the prior written consent of the OAG, which may be reasonably withheld, assign or transfer their proposal to a third party in whole or in part or submit more than one (1) proposal.
- 1.3 Proposal Format. Proposals are to be submitted in either English or French, with the Bidder’s contact information, the reference to this RFP and proposed workstream, clearly identified. A separate proposal must be submitted for each workstream, indicating in the proposal the workstream for which the proposal is submitted. The OAG requests that Bidders provide each proposal in separate sections as follows:
- Technical Proposal - one (1) electronic copy by email (in PDF or Word format), containing the Bidder’s response to mandatory and rated technical evaluation criteria, and all forms listed in Attachment A (Declarations and Certifications) of this RFP.
 - Financial Proposal - one (1) electronic copy by email (in PDF or Word format).

Prices should appear in the financial proposal only and should not be indicated in any other section of the proposal. If pricing is inserted in the technical bid, the OAG will redact the pricing information for the evaluation of the technical bid.



- 1.4 Requests for Clarification. Any request for clarification of the contents of, or for interpretation or correction of, or questions or concerns relating to, this RFP are to be: (i) received no later than the Deadline for Requests for Clarification specified on page 1 of this RFP; (ii) addressed to the Procurement and Contracting Officer in English or French; and (iii) made in writing by email referencing this RFP in the subject line to the Request for Clarification Address specified on page 1 of this RFP.
- 1.4.1 Any Requests for Clarification and answers to such requests will be made available as written addenda to this RFP without identifying the source(s) of the requests, provided they are received no later than the Deadline for Requests for Clarification. Any request received later than the Deadline for Requests for Clarification may not be answered by the OAG.
- 1.4.2 Any attempt by a Bidder or any of its employees, agents, contractors or any other representatives to contact any person at the OAG other than the Procurement and Contracting Officer regarding this RFP, may in the OAG's sole discretion, result in the Bidder's disqualification and the rejection of their proposal. Nothing in this RFP limits the OAG's right, in its sole discretion, to communicate with any Bidder regarding any matter in the normal course of business arising from any contractual relationship for the provision of any similar or other services or goods independently of this RFP.
- 1.5 Forms. Bidders should include with their proposal any forms listed in Attachment "A" (Declarations and Certifications) to this RFP. Where a Bidder fails to include any such forms with its proposal, the OAG may, in its sole discretion: (a) request the submission of such forms within a prescribed timeframe satisfactory to the OAG prior to the Anticipated Contract Award Date specified on page 1; or (b) reject or refuse to consider any proposal from a Bidder who fails to comply with any such submission requirement.
- 1.6 Irrevocable Offer. By submitting a proposal, a Bidder: (a) submits an irrevocable offer, which is firm, in effect and open for acceptance for the Proposal Validity Period specified on page 1 of this RFP; (b) agrees unconditionally to all the terms and conditions set out in this RFP, including without limitation the terms and conditions of any resulting Contract, if awarded, as set out in Section 4 (Contract Terms and Conditions); and (c) agrees, if the OAG deems it necessary, to extend the Proposal Validity Period, unless the Bidder revokes its proposal in writing within five (5) calendar days of notice of such extension by the OAG.
- 1.7 Evaluation and Selection. Proposals will be evaluated and selected in accordance with all requirements of the RFP, including but not limited to the process set out in Section 2 (Basis and Method of Evaluation) and the criteria set out in Section 3 (Proposal Requirements).
- 1.8 Reserved Rights. Notwithstanding anything to the contrary in this RFP, the OAG reserves the right, in its sole discretion, to:
- (a) enter into negotiations with: (i) any and all Bidders on any and all aspects of their proposal, to ensure the OAG's business requirements are satisfied and to promote value for money; (ii) in the event, in the OAG's sole discretion, no proposals meet the requirements of this RFP, any and all Bidders, or any prospective persons or entities capable of delivering the required services or goods but who have not submitted a proposal in response to this RFP;
- (b) conduct a best and final offer process with any and all Bidders in which Bidders are invited to revise their financial proposals in circumstances where the OAG deems such a process is appropriate, in its sole discretion;
- (c) cancel, modify, re-issue and suspend: (i) any aspect of this RFP, in whole or in part, at any time, for any reason; and (ii) the schedule of this RFP, in whole or in part, at any time, for any reason, including but not limited to, the Deadline for Requests for Clarification, the Deadline for Proposals,



the Anticipated Contract Award Date and any other activity or date stipulated in this RFP; and (iii) this RFP in its current or modified form and invite new proposals only from the Bidders who submitted proposals in response to this RFP where none of those proposals meet the requirements of the RFP and to do so is deemed, in the OAG's sole discretion, to be in the OAG's best interests;

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

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

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

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

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



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

- 1.10 Amendment. Any amendment to this RFP shall be issued by the OAG in writing and will be made available in the form of an addendum in the same manner as this RFP is issued.
- 1.11 Property. Proposals received in response to this RFP shall become the property of the OAG and will not be returned to any Bidder. All proposals will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S.C., 1985, c. A-1 (as amended) and the *Privacy Act*, R.S.C., 1985, c. P-21 (as amended).
- 1.12 Governing Law. This RFP shall be governed by and construed in accordance with, and the relations between the parties determined by, the laws in force in the Province of Ontario, Canada.
- 1.13 Resulting Contracts. Bidders who submit a proposal agree to be bound by the instructions, terms and conditions of the RFP and accept the terms and conditions of the resulting contract(s). The contract(s) resulting from this RFP shall be comprised of, in the following order of priority in the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflict of or between the wording of one document and any other document: (a) the form of agreement set out in Section 4 (Contract Terms and Conditions) including but not limited to the terms and therein; (b) the requirement for services and/or goods set out in Annex A (Statement of Work); (c) any other sections, appendices and information incorporated in this RFP as the OAG may deem appropriate, in its sole discretion, to include as part of the resulting contract(s); and (d) this RFP; and (e) the documents submitted with the selected proposal.
- 1.14 Debriefing. Bidders may submit a request for a debriefing to the Procurement and Contracting Officer in writing within fifteen (15) calendar days of the OAG's notification of the results of this RFP. Any such debriefing may be conducted in writing, by videoconference or by telephone, at the OAG's sole discretion.
- 1.15 Disclaimer. The OAG makes no representation or warranty as to the accuracy or completeness of any information provided in connection with this RFP and disclaims all express and implied representations, warranties, and conditions in connection with this RFP. Bidders are solely responsible for, if necessary, making their own investigations, projections and conclusions and consulting their own advisors to verify independently the information contained in this RFP, and, if required, obtaining any additional information and clarification of the requirements or other matters in this RFP, prior to submitting a proposal.
- 1.16 General. This RFP constitutes the entire understanding of the services and/or goods required by the OAG and the process by which a Bidder may be selected for recommendation of Contract award. In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflict of or between the wording of this RFP and the wording of documents submitted by the Bidder, the wording of this RFP shall govern. In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflict of or between the wording of the English and French versions of this RFP, the common interpretation between the two versions shall govern.



SECTION 2 BASIS AND METHOD OF EVALUATION

2.1 Evaluation Process

Proposals will be assessed in accordance with the entire requirements, of this RFP. An evaluation team composed of OAG representatives will evaluate the Proposals in accordance with the process described below.

There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that the OAG has proceeded to a later step does not mean that the OAG has conclusively determined that the Bidder has successfully passed all the previous steps. The OAG may conduct steps of the evaluation in parallel.

A separate evaluation will be conducted for each workstream.

A Proposal must comply with the requirements of this solicitation and meet all mandatory evaluation criteria to be declared responsive.

Step 1: Compliance with Mandatory Evaluation Criteria

Proposals will be reviewed for confirmation of compliance with the mandatory evaluation criteria set out in Section 3.3.1 and 3.4.1 (Mandatory evaluation criteria).

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

Step 2: Scoring of Rated Evaluation Criteria (70%)

Proposals found to be compliant in Step 1 will be evaluated for technical merit with respect to the rated evaluation criteria set out in Section 3.3 .2 and 3.4.2 (Rated evaluation criteria) and shall be assigned scores for each item identifying its relative importance. Bidders who fail to submit complete responses will all the information requested will be rated accordingly.

Step 3: Scoring of Financial Evaluation Criteria (30%)

The financial evaluation will be conducted as follows:

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

$$\frac{\text{Lowest compliant bid price per workstream}}{\text{Proposal bid price per workstream}} \times 30 = \text{Financial Score per workstream}$$

Step 4: Basis of Selection

1. To be declared responsive, a proposal must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory evaluation criteria;

Proposals not meeting (a) or (b) will be declared non-compliant.



2. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
3. To establish the technical merit score, the overall technical score for each responsive proposal will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %
4. To establish the pricing score, each responsive proposal will be prorated against the lowest evaluated price and the ratio of 30 %.
5. For each responsive bid, the technical merit score and the pricing score will be added to determine the Total Bidder Score.
6. Proposals will be ranked from highest to lowest based on the Total Bidder Score.

In the event of identical Total Bidder Scores, the bid with the highest technical merit score will become the top-ranked bidder.

The OAG will recommend contract award for each workstream as follows:

1. For workstream 1 - the responsive bid with the highest Total Bidder Score will be recommended for award of a contract.
2. For workstream 2, up to four (4) responsive bids with the highest Total Bidder Scores will be recommended for award of a contract;

Bidders should note that all contract awards are subject to the OAG's internal approval process.



SECTION 3 PROPOSAL REQUIREMENTS

3.1 Organization of Proposal

Technical proposal should be limited to a maximum of 40 pages, using 8.5 x 11 inch page setup and size 10 font. Any information contained in pages exceeding the stipulated maximum will not be evaluated. For greater certainty, the page limitation is applicable only to the technical proposal. The title page, table of contents, and forms in Attachment A are in addition to the stipulated maximum. To ensure completeness and to maximize scoring potential, Bidders should prepare their proposal to respond to the mandatory and rated evaluation criteria below. The OAG will not evaluate corporate literature or website information referenced within the proposal.

Prices should appear in the financial proposal only and should not be indicated in any other section of the proposal. If pricing is inserted in the technical bid, the OAG will redact the pricing information for the evaluation of the technical bid.

Bidder may submit a proposal for one (1) or both workstreams. A separate technical proposal must be submitted for each workstream, indicating in the proposal the workstream for which the proposal is submitted.

Each workstream will be evaluated separately.

3.2 Instructions for Technical Proposal

Only a certain number of resources per resource category and workstream will be evaluated as part of this bid evaluation as identified in section 3.3 and 3.4 below. Additional resources will be assessed after contract award once specific task authorizations are requested of the Contractor. After contract award, the task authorization process will be in accordance with Section 4- Resulting Contract, article A3 titled Task Authorization. When a draft task authorization form is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the draft task authorization form. The proposed resource will then be assessed against the criteria identified in the Statement of Work in accordance with Appendix C of Annex A.

3.2.1 Substantiation of Technical Compliance:

- I. **Mandatory Evaluation Criteria:** The technical proposal must substantiate the compliance of the bidder and its services with the specific evaluation criteria of Section 3.3.1 and 3.4.1.
- II. **Point-Rated Evaluation Criteria:** The technical proposal should substantiate the compliance of the Bidder and its proposed resources with the specific evaluation criteria of Section 3.3.2 and 3.4.2. The substantiation should not simply be a repetition of the requirement(s), but should explain and demonstrate how the Bidder will meet the requirements and carry out the Work. Simply stating that the Bidder or its proposed approach or resources comply is not sufficient. Where the OAG determines that the substantiation is not complete, the Bidder will be rated accordingly.
- III. **For Proposed Resources:** The same individual must not be proposed for more than one Resource Category within the same workstream. The technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:



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

3.3 Workstream 1: Executive Coaching

3.3.1 Mandatory Evaluation Criteria

#	Mandatory Evaluation Criteria	Demonstrated Experience/ Cross Reference to the Proposal
M1	<p>Bidder must propose one (1) senior coaching resource and demonstrate that this resource holds a Professional Certified Coach (PCC) Certification from the International Coaching Federation (ICF) or an equivalent certification from a recognized institution, by submitting a copy of the certification with their proposal.</p> <p>A certificate will be found equivalent if:</p> <ul style="list-style-type: none"> (a) The Bidder demonstrates that a minimum of 500 hours of coaching experience and 125 hours of formal training 	



#	Mandatory Evaluation Criteria	Demonstrated Experience/ Cross Reference to the Proposal
	<p>in coaching formed part of the requirements to obtain the certificate; and</p> <p>(b) The Bidder demonstrates that the institution which issued the certificate meets the definition of a recognized institution.</p> <p>Definition: <i>A recognized institution is a training organization that receives public funding such as schools, colleges or universities or private for profit organizations and has offered training for at least 5 years.</i></p>	
M2	Bidder must demonstrate that the proposed senior coaching resource in M1 has an undergraduate degree, by providing a copy of the degree with the proposal.	

3.3.2 Point-Rated Evaluation Criteria:

Item	Point-Rated Evaluation Criteria:	Max Points	Demonstrated Experience/ Cross Reference to the Proposal
Bidder's Experience			
R1	<p>The Bidder should provide one (1) example within the last three (3) years prior to the RFP closing date, describing how the Bidder responded and completed a client's request for a minimum of three (3) simultaneous senior coaching resources, who collectively met the language profiles of English and French.</p> <p>Bidder information: It is requested that the example include, at minimum, the following elements:</p> <ul style="list-style-type: none"> a) Name of client organization; b) Start and end date of service delivery (month –year to month-year); c) Number of senior coaching resources provided to the client; and, d) An example of a previous approach used by the Bidder to respond to the client's request for multiple, simultaneous resources, who collectively met the language profiles of English and French. 	10	



	<p>Scoring:</p> <p>Only one (1) example will be evaluated. If the Bidder submits more than one (1) example, only the first example in order of presentation will be evaluated.</p> <p>Points will be allocated as follows:</p> <p>1. <u>Number of simultaneous senior coaching resources:</u></p> <p>a) An example demonstrating simultaneous provision of a minimum of three (3) senior coaching resources that collectively meet the language profiles of English and French = 5 pts</p> <p>b) An example demonstrating simultaneous provision of four (4) or five (5) senior coaching resources that collectively meet the language profiles of English and French = 8 pts</p> <p>c) An example demonstrating simultaneous provision of six (6) or more senior coaching resources that collectively meet the language profiles of English and French = 10 pts</p>		
Bidder's Proposed Resources			
Senior Coaching Resource:			
<p>R2</p>	<p>The Bidder should demonstrate the experience of the senior coaching resource proposed in M1 with delivering online and in person executive coaching services to different clients*, by providing three (3) coaching examples, which include the following elements:</p> <p>a) An explanation of the process used to define the coaching objective(s);</p> <p>b) An explanation how the final outcome of coaching met the set out objectives;</p> <p>c) A description of the challenges encountered during coaching process and how they were addressed; and,</p> <p>d) Identification of psychometric tools used and the purpose.</p> <p>Only examples completed within the last two (2) years, prior to RFP closing date will be evaluated.</p> <p>Bidder information: The Bidder is requested to provide the following information for each of the examples:</p> <p>i. indicate if the experience is online or in-person coaching;</p> <p>ii. identify the client, and demonstrate the client meets the definition*;</p> <p>iii. demonstrate that the services were executive coaching services; and</p>	<p>30</p>	



	<p>iv. indicate start and end dates of the executive coaching services (from month/year to month/year).</p> <p>Scoring:</p> <p>If the Bidder submits more than three (3) coaching examples, only the first three (3) examples in order of presentation will be evaluated.</p> <p>Each example will be awarded up to 10 points as described below for a maximum of 30 points for this rated criterion:</p> <ul style="list-style-type: none"> i. The demonstration includes one (1) element (a to d) from the criterion above – 4 points ii. The demonstration includes two (2) elements (a to d) from the criterion above – 6 points iii. The demonstration includes three (3) elements (a to d) from the criterion above – 8 points iv. The demonstration includes all four (4) elements (a to d) from the criterion above – 10 points <p><i>*A client of senior coaching resource includes any public or private sector organization that receives a service from them in return for payment.</i></p>		
Total Score Workstream 1:		40	

3.4 Workstream 2: One-on-One Coaching

3.4.1 Mandatory Evaluation Criteria

#	Mandatory Evaluation Criteria	Demonstrated Experience/ Cross Reference to the Proposal
M1	<p>Bidder must propose one (1) senior coaching resource and demonstrate that this resource holds a Professional Certified Coach (PCC) Certification from the International Coaching Federation (ICF) or an equivalent certification from a recognized institution, by submitting a copy of the certification with their proposal.</p> <p>A certificate will be found equivalent if:</p> <ul style="list-style-type: none"> (c) The Bidder demonstrates that a minimum of 500 hours of coaching experience and 125 hours of formal training in coaching formed part of the requirements to obtain the certificate; and (d) The Bidder demonstrates that the institution which issued the certificate meets the definition of a recognized institution. 	



#	Mandatory Evaluation Criteria	Demonstrated Experience/ Cross Reference to the Proposal
	Definition: <i>A recognized institution is a training organization that receives public funding such as schools, colleges or universities or private for profit organizations and has offered training for at least 5 years.</i>	
M2	Bidder must demonstrate that the proposed senior coaching resource in M1 has an undergraduate degree, by providing a copy of the degree with the proposal.	
M3	<p>Bidder must propose one (1) intermediate coaching resource and demonstrate that this resource holds an Associate Certified Coach (ACC) Certification from the International Coaching Federation (ICF) or an equivalent certificate from a recognized institution, by submitting a copy of the certification with their proposal.</p> <p>A certificate will be found equivalent if:</p> <ul style="list-style-type: none"> (a) The Bidder demonstrates that a minimum of 100 hours of coaching experience and 60 hours of formal training in coaching formed part of the requirements to obtain the certificate; and (b) The Bidder demonstrates that the institution which issued the certificate meets the definition of a recognized institution. <p>Definition: <i>A recognized institution is a training organization that receives public funding such as schools, colleges or universities or private for profit organizations and has offered training for at least 5 years.</i></p>	
M4	Bidder must demonstrate that the proposed intermediate coaching resource in M3 has an undergraduate degree, by providing a copy of the degree with the proposal.	

3.4.2 Point-Rated Technical Criteria:

Item	Point-Rated Technical Criteria	Max Points	Demonstrated Experience/ Cross Reference to the Proposal
Bidder's Experience			
R1	The Bidder should provide one (1) example within the last three (3) years prior to the RFP closing date, describing how the Bidder responded and completed a client's request for a minimum of three (3) simultaneous senior coaching resources <u>and</u> two (2) simultaneous intermediate coaching resources, who collectively met the language profiles of English and French.	20	



	<p>Bidder information: It is requested that the example include, at minimum, the following elements:</p> <ol style="list-style-type: none"> 1. Name of client organization; 2. Start and end date of service delivery (month –year to month-year); 3. Number of senior <u>and</u> intermediate coaching resources provided to the client; and, 4. A description of how the Bidder responded to the client’s request for multiple, simultaneous resources, who collectively met the language profiles of English and French. <p>Scoring:</p> <p>Only one (1) example will be evaluated. If the Bidder submits more than one (1) example, only the first example in order of presentation will be evaluated.</p> <p>Points will be allocated as follows:</p> <ol style="list-style-type: none"> a) <u>Number of simultaneous senior and intermediate coaching resources:</u> <ol style="list-style-type: none"> b) An example demonstrating simultaneous provision of a minimum of three (3) senior coaching resources AND a minimum two (2) intermediate coaching resources, that collectively meet the language profiles of English and French = 10 pts c) An example demonstrating simultaneous provision of four (4) or five (5) senior coaching resources AND three (3) or four (4) intermediate coaching resources that collectively meet the language profiles of English and French = 15 pts d) An example demonstrating simultaneous provision of over five (5) senior coaching resources AND over four (4) intermediate coaching resources that collectively meet the language profiles of English and French = 20pts 		
Bidder’s Proposed Resources			
Senior Coaching Resource:			
<p>R2</p>	<p>The Bidder should demonstrate the experience of the senior coaching resource proposed in M1 with delivering online and in person one-on-one coaching services to different clients*, by providing three (3) coaching examples, which include the following elements:</p> <ol style="list-style-type: none"> a) An explanation of the process used to define the coaching objective(s); b) An explanation how the final outcome of coaching met the set out objectives; 	<p>30</p>	



	<p>c) A description of the challenges encountered during coaching process and how they were addressed; and, d) Identification of psychometric tools used and the purpose.</p> <p>Only examples completed within the last two (2) years, prior to RFP closing date will be evaluated.</p> <p>Bidder information: The Bidder is requested to provide the following information for each of the examples:</p> <ul style="list-style-type: none"> i. indicate if the experience is online or in-person coaching; ii. identify the client, and demonstrate the client meets the definition; iii. demonstrate that the services were one-on-one coaching services; and, iv. indicate start and end dates of the one-on-one coaching services (from month/year to month/year). <p>Scoring:</p> <p>If the Bidder submits more than three (3) coaching examples, only the first three (3) in order of presentation will be evaluated.</p> <p>Each example will be awarded up to 10 points as described below for a maximum of 30 points for this rated criterion:</p> <ul style="list-style-type: none"> i. The demonstration includes one (1) element (a to d) from the criterion above – 4 points ii. The demonstration includes two (2) elements (a to d) from the criterion above – 6 points iii. The demonstration includes three (3) elements (a to d) from the criterion above – 8 points iv. The demonstration includes all four (4) elements (a to d) from the criterion above – 10 points <p><i>*A client of senior coaching resource includes any public or private sector organization that receives a service from them in return for payment.</i></p>		
Intermediate Coaching Resource:			
	<p>The Bidder should demonstrate the experience of the intermediate coaching resource proposed in M3 with delivering online and in person one-on-one coaching services to different clients*, by providing one (1) coaching example, which includes the following elements:</p> <ul style="list-style-type: none"> a) An explanation of the process used to define the coaching objective(s); b) An explanation how the final outcome of coaching met the set out objectives; c) A description of the challenges encountered during coaching process and how they were addressed; and, 	10	



	<p>d) Identification of psychometric tools used and the purpose.</p> <p>Only an example completed within the last two (2) years, prior to RFP closing date will be evaluated.</p> <p>Bidder information: The Bidder is requested to provide the following information for the example:</p> <ul style="list-style-type: none"> i. indicate if the experience is online or in-person coaching; ii. identify the client, and demonstrate the client meets the definition*; iii. demonstrate that the services were one-on-one coaching services; and, iv. indicate start and end dates of the one-on-one coaching services (from month/year to month/year). <p>Scoring:</p> <p>If the Bidder submits more than one (1) coaching example, only the first one (1) in order of presentation will be evaluated.</p> <p>The example will be awarded up to 10 points as described below for this rated criterion:</p> <ul style="list-style-type: none"> i. The demonstration includes one (1) element (a to d) from the criterion above – 4 points ii. The demonstration includes two (2) elements (a to d) from the criterion above – 6 points iii. The demonstration includes three (3) elements (a to d) from the criterion above – 8 points iv. The demonstration includes all four (4) elements (a to d) from the criterion above – 10 points <p><i>*A client of intermediate coaching resource includes any public or private sector organization that receives a service from them in return for payment.</i></p>		
Total Score Workstream 2:		60	



3.5 Financial evaluation criteria

The Bidder must provide a firm, all-inclusive hourly rate, excluding any applicable taxes, in accordance with the pricing tables below. The Financial Proposal must be expressed in Canadian dollars. The all-inclusive hourly rate applies to the Work occurring from Monday to Friday, within or outside of regular business hours.

All Costs to be Included: The financial bid must include all costs for the services described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, training material, permits, copyright licenses, videos, and any other components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

A separate Financial Proposal must be submitted for each workstream, indicating in the proposal the workstream Bidders are bidding on.

For greater certainty, the inclusion of the estimated level of effort or other information in the RFP has been provided to Bidders to assist them in preparing their bids and for bid evaluation purposed only. The inclusion of this data does not represent a commitment by the OAG that the OAG’s future usage of the services describes in this solicitation will be consistent with this data.

Workstream 1: Executive Coaching

Resource Category	Annual Estimated Level of Effort (A)	All - inclusive Hourly Rate Contract Year 1 (B)	All - inclusive Hourly Rate Contract Year 2 (C)	All - inclusive Hourly Rate Option Year 1 (D)	All - inclusive Hourly Rate Option Year 2 (E)	All - inclusive Hourly Rate Option Year 3 (F)	Total (G= (A) x (B+C+D+E+F))
Senior Coaching resource	150hrs	\$	\$	\$	\$	\$	\$
<u>WorkStream 1 Total Bid Evaluation Price:</u>							\$ _____

Workstream 2: One-on-One Coaching

Resource Category	Annual Estimated Level of Effort (A)	All - inclusive Hourly Rate Contract Year 1 (B)	All - inclusive Hourly Rate Contract Year 2 (C)	All - inclusive Hourly Rate Option Year 1 (D)	All - inclusive Hourly Rate Option Year 2 (E)	All - inclusive Hourly Rate Option Year 3 (F)	Total (G= (A) x (B+C+D+E+F))
Senior Coaching resource	200 hrs	\$	\$	\$	\$	\$	\$



Intermediate Coaching resource	200 hrs	\$	\$	\$	\$	\$	\$
<u>WorkStream 2 Total Bid Evaluation Price:</u>							\$ _____

3.6 OAG’s Rights during Evaluation

Without limitation to section 1.8 (Reserved Rights) of this RFP, the OAG may, in its sole discretion, during the evaluation and selection process described in this RFP, and prior to any contract award:

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

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

3.7 Certifications

Bidder should submit completed and signed forms under Attachment “A” (Declarations and Certifications) as part of the Certifications section of the proposal.



SECTION 4 RESULTING CONTRACT TERMS AND CONDITIONS

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

ARTICLES OF AGREEMENT

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

- And –

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

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

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

AND WHEREAS the Contractor was awarded this Contract after evaluation of the proposal it submitted in response to the RFP (the “**Proposal**”);

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

A1 Contract

1.1 **Requirement:** The Contractor agrees to supply to the OAG the services described in the Contract, including the Statement of Work in accordance with and at the prices set out in the Contract.

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

- 1.1.1 these Articles of Agreement;
- 1.1.2 the document attached hereto as Schedule “A” and entitled “General Conditions” (hereinafter the “**General Conditions**”);
- 1.1.3 the document attached hereto as Annex A and entitled “Statement of Work” (the “**Statement of Work**”):
 - 1.1.3.1 Appendix A to Annex A - Tasking Evaluation Procedure
 - 1.1.3.2 Appendix B to Annex A – Task Authorization Form
 - 1.1.3.3 Appendix C to Annex A – Resource Assessment Criteria
 - 1.1.3.4 Appendix D to Annex A - Certifications at the TA stage;
- 1.1.4 the document attached hereto as Annex B and entitled “Basis of Payment”;
- 1.1.5 the Proposal.



- 1.2 Priority of Documents. In the event and to the extent of any discrepancies, inconsistencies, ambiguities or conflicts of or between the wording of any documents that appear on the foregoing list, the wording of the document that first appears on the list under 1.1 above, has priority and shall prevail over the wording of any document that subsequently appears on the list.
- 1.3 Interpretation. The words in this Contract shall be interpreted according to their ordinary and usual meaning, without regard to the party who drafted the Contract. For greater certainty, the words “includes” or “including” shall be interpreted as meaning “includes without limitation” or “including without limitation”, as the case may be. Headings and titles contained in this Contract are inserted only as a matter of convenience or for reference and shall not in any manner be construed so as to define, limit or describe the scope or extent of any provisions of this Contract.

Canada means the OAG when used in this Contract.

- A2. Performance.** The Contractor shall perform the Work, with due care and diligence, including the services and/or goods to be supplied, furnished and delivered as described in the Statement of Work, and do everything else that is necessary to discharge its obligations under the Contract.

A3. Task Authorization Process

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

3.2 Multiple Contracts [Note to Bidders: this clause will only appear in the resulting contract if you are awarded a contract under workstream 2]

- (a) **Allocation of Task Authorizations and Ranking:** More than one contract has been awarded for this requirement.
- (i) All rankings refer to the results achieved by the respective contractors as a result of the evaluation of their bids in response to the bid solicitation which resulted in the award of this Contract.
- (ii) The rankings are as follows: **(to be completed at contract award as applicable):**
- (A) Contractor ranked first: _____
- (B) Contractor ranked second: _____
- (C) Contractor ranked third: _____
- (D) Contractor ranked fourth: _____
- (iii) As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with method A. Method B will be applied instead of the method A only when a specific set of facts are present as described below in subsection (v).
- (iv) Method A



Note to Bidders: *The ranking will be inserted by the Contracting Authority at the time of award, in accordance with the evaluation process described in the bid solicitation. Up to 4 (four) contracts will be awarded. Only the responsive bids recommended and approved for contract award will be ranked.*

- (A) The OAG will send the first draft TA to the first-ranked contractor, who will have the time set out further below under the subparagraph entitled "Contractor's Response to Draft Task Authorization" to respond to the Contracting Authority. If the first-ranked contractor either fails to respond on time or confirms in writing that it refuses or is unable to perform the task, the draft TA will then be forwarded to the next-ranked contractor. In the event that the OAG determines the proposed resource(s) does not meet the minimum experience or other requirements of the categories identified in the draft TA, the OAG may at its discretion request that the contractor propose another resource and the contractor will have the time set out in the subparagraph "Contractor's Response to Draft Task Authorization" to respond. If the contractor fails to respond on time or the OAG determines that the proposed resource(s) does not meet the minimum experience or other requirements of the categories identified in the draft TA, the draft TA will be forwarded to the next-ranked contractor.
- (B) The process of sending out the draft TA to the next-ranked contractor will continue until the OAG either cancels the requirement for the task or the TA has been issued to one of the contractors. If none of the contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), the OAG may acquire the required Work by other means.
- (v) Method B
- (A) The method B will only be applied when a draft task authorization will be issued for a previous Participant who was named in a previous task authorization within 12 months of the issuance date of that previous task authorization.
- (B) The draft TA will first be sent to the contractor that executed the previous task authorization. In such case, the Project Authority will include in its draft task authorization the name of the Participant and the name of the resource that executed the previous task authorization. The contractor will have the time set out further below under the subparagraph "Contractor's Response to Draft Task Authorization" to respond. If the contractor fails to respond, confirms in writing that it refuses or is unable to perform the task or offer the named resource, the requirement will then be forwarded to the next-ranked contractor as identified under the method A.
- (vi) Any of the contractors may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more TAs issued under this series of contracts, and no draft TA will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is again available to perform additional tasks.

3.3 Method of Issuing draft Task Authorizations for WorkStream 1 [Note to Bidders: this clause will only appear in the resulting contract if you are awarded a contract under workstream 1]:

The issuance of the draft task authorization for workstream 1 will follow one of the following methods:



- i) **Method A – First task authorization for a Participant:** The Project Authority will include in its draft task authorization the information described in section 3.4.(ii) below.
- ii) **Method B- Further task authorizations for the same Participant:** The Project Authority will include in its draft task authorization the information described in section 3.4.(ii) below and can insert a request that the same coaching resource be offered for consistency for the Participant. When such request is made the Contractor will make reasonable efforts to offer the services of the specific coaching resource.

3.4 Form and Content of draft Task Authorization:

- (i) The Project Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B to Annex A.
- (ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule of completion dates. The draft TA will also include the applicable basis of payment as specified in the Contract. The draft TA must also contain the following information, if applicable:
 - (A) the task number;
 - (B) the date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the category(ies) of resource(s) and the number required;
 - (D) a description of the work by identifying individual or team coaching as applicable, outlining the coaching subject area as applicable, tasks to be performed and identifying any deliverables, and name of the employee being coached as applicable;
 - (E) the start and completion dates;
 - (F) the number of hours of effort required;
 - (G) whether the work requires on-site activities and the location;
 - (H) the language profile of the resources required;
 - (I) the level of security clearance required of resources;
 - (J) the price payable to the Contractor for performing the task, with an indication of whether it is a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (K) any other constraints that might affect the completion of the task.

3.5 Contractor Response to Draft Task Authorization:

a) Workstream 1

The Contractor must provide to the Project Authority, within three (3) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), a quotation with the proposed total price for performing the tasks and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the draft TA.



If the Contractor either fails to respond on time or confirms in writing that it refuses or is unable to perform the task, in addition to the OAG's other rights to terminate the Contract, the OAG may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

The OAG reserves the right to discuss the quotation with the Contractor. The OAG may also permit the Contractor to submit a new response in accordance with subparagraph 3.4.(ii) above.

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

a) Workstream 2

The Contractor must provide to the Project Authority, within three (3) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), a quotation with the proposed total price for performing the tasks and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue.

If the quotation is accepted by the OAG, this will be evidenced through a validly issued task authorization

3.6 Assessment of Resources Proposed at TA Stage:

a) Workstream 1

The OAG will conduct an assessment of the coaching resources at the TA stage. Assessment of resources is further detailed in Appendix C of Annex A. In the event that the OAG determines that the proposed resource(s) does not meet the minimum experience or other requirements of the category identified in the draft TA, the OAG may, at its discretion, request that the Contractor propose another resource and the Contractor will have the time set out in the subparagraph 3.5. a) above to respond.

b) Workstream 2

The OAG will conduct an assessment of the coaching resources at the TA stage. Assessment of resources is further detailed in Appendix C of Annex A. In the event that the OAG determines that the proposed resource(s) does not meet the minimum experience or other requirements of the category identified in the draft TA, the OAG will follow the process described in 3.2.a).(iv) and 3.2.a).(v) above.

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

A.4 Minimum Work Guarantee

4.1 All the Work - Task Authorizations

4.1.1 In this clause, "Maximum Contract Value" means the sum specified in Contract clause A5.2 (Limitation of Expenditure), and "Minimum Contract Value" means 5% of the maximum contract value for the applicable workstream awarded under this contract;

4.1.2 OAG's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at OAG's option, to pay the Contractor at the end of the Contract in accordance with paragraph 4.1.3 of this clause, subject to 4.1.4. In consideration of such obligation, the



Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. OAG's maximum liability for Work requested in validly issued TAs, inclusive of any revisions, performed by the Contractor and accepted by OAG must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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

4.1.4 OAG will have no obligation to the Contractor under this clause if OAG terminates the Contract in whole.

4.2 No Other Terms. Any terms and conditions which are contained in any other document submitted by the Contractor, such as a Purchase Order acknowledgement, invoice, or any other such document are hereby expressly rejected and superseded by the terms and conditions of the Contract.

A.5 **Payment.**

5.1 **Basis of Payment:**

(a) Professional Services provided under a Task Authorization with a Maximum Price: For professional services requested by OAG, in accordance with a validly issued Task Authorization (TA), OAG will pay the Contractor, in arrears, up to the maximum price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive hourly rates set out in Annex B, Applicable Taxes extra.

(b) Cancellation Fee: In the event that the OAG Participant cancels or reschedules a coaching session with less than 24hrs notice, the OAG will pay the Contractor a late cancellation fee in the amount of 50% of the hourly rate specified in this basis of payment.

(c) Travel Expenses: The Contractor shall be reimbursed for pre-authorized travel expenses that may be reasonably and properly incurred in the performance of the Work at cost, without any allowance for profit and administrative overhead, in accordance with meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with other provisions of the directive referring to “travellers”, rather than those referring to “employees” and *Guidance for Government Business Travel by a Person(s) on Contract with the OAG*. Any travel expenses must have the prior written authorization of the OAG Project Authority.

(d) Professional Services Rates: In the OAG's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies the OAG of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not the OAG terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, the OAG may impose sanctions.

5.2 **Limitation of Expenditure:** Limitation of Expenditure - Cumulative Total of all Task Authorizations:

5.2.1 The OAG's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____



(to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

- 5.2.2 No increase in the total liability of the OAG will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 5.2.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 5.2.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase the OAG's liability.

5.3 Method of Payment – monthly payment. For each Task Authorization validly issued under the Contract that contains a maximum price:

- 5.3.1 OAG will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment in Annex B. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- 5.3.2 Once the OAG has paid the maximum Task Authorization (TA) price, the OAG will not be required to make any further payment, but the Contractor must complete all the work described in the Task Authorization, all of which is required to be performed for the maximum TA price. If the work described in the Task Authorization is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, the OAG is only required to pay for the time spent performing the work related to that Task Authorization.
- 5.3.3 All payments are subject to audit and must be submitted in the form of an itemized statement supported by original receipts, to be eligible for reimbursement.

A.6 Time Verification and Audit of Accounts. Time charged and the accuracy of the Contractor's time recording system, as well as all payments, reimbursements and any other amounts claimed under the Contract, are subject to verification and audit by the OAG as specified in the General Conditions, at any time, both before and after payment is made.

A.7 Invoicing Instructions. The Contractor must submit invoices as specified in the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. If applicable to the basis of payment specified in the Contract, each invoice must be supported by a copy of time sheets or other documentation produced by the Contractor's time recording system to support the time claimed, together with a copy of any required monthly progress report. Invoices must be distributed as follows, unless specified otherwise by the OAG in writing: (i) the original must be forwarded to the following address to the attention of the OAG Finance Department for certification and payment – 240 Sparks Street, Ottawa, ON K1A 0G6 or, alternatively, emailed to finance@oag-bvg.gc.ca

A.8 Term.

- a) The “Contract Period” is the entire period of time during which the Contractor is obligated to perform the Work, which includes:
1. The “initial Contract Period”, which begins on the date the Contract is awarded and ends 3 years later; and
 2. The period during which the Contract is extended, if the OAG chooses to exercise any options set out in the Contract.
- (b) Option to Extend:
- i. The Contractor grants to the OAG the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions.



The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

- ii. The OAG may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

A.9 Security Requirement. Contractor shall ensure all Contractor Personnel named in the Task Authorization, requiring access to the OAG’s protected information, networks and/or office space, obtain and maintain a valid Government of Canada Security Clearance at a minimum level of “Reliability Status” prior to accessing such information, networks and/or office space. Contractor shall provide the OAG with the name(s) of all such individuals together with evidence of the required security clearance(s) in response to a draft TA. Such individuals will be expected to understand and adhere to the Government of Canada’s Policy on Government Security and supporting tools (effective July 1, 2019) which include the Directive on Identity Management and the Directive on Security Management and any other relevant directive that may be implemented by the Government of Canada from time to time.

A10. Contract Representatives. The following representatives are responsible for management and performance of the Contract and receiving any notice, request, direction or other communication required to be given or made by either Party:

OAG Contracting Authority:

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

The Contracting Authority is responsible for any matters related to the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform any work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

OAG Project Authority: _____
 Address: _____
 Telephone: _____
 Email: _____

The Project Authority is the representative of the OAG and is responsible for all matters concerning the execution of Contract and resulting Tasks Authorizations (TAs). Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contractor’s Representative: _____
 Address: _____
 Telephone: _____
 Email: _____

A11. Certifications Compliance. The continuous compliance with the declarations and certifications provided by the Contractor in its proposal and the ongoing cooperation in providing associated information are conditions precedent of the Contract. Certifications are subject to verification by the OAG during the Term of the Contract. If the Contractor does not comply with any declaration or certification, fails to provide the associated information, or if it is determined that any declaration or certification made by the Contractor in its proposal is untrue, whether made knowingly or



unknowingly, the OAG has the right, pursuant to the default provision specified herein, to terminate the Contract for default.



Schedule "A"
General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

2. **Deemed Terms and Conditions.** Pursuant to the *Financial Administration Act*, R.S.C., 1985, c. F-11 (as amended) (the "FAA"), as well as the *Government Contract Regulations*, SOR/87-402 (as amended), the clauses, terms and conditions identified therein are hereby incorporated by reference and form part of the Contract as though expressly set out in the Contract. Without limitation to the foregoing, any payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
3. **Powers of the Auditor General.** All rights, remedies, powers and discretions granted or acquired by the OAG under the Contract or by law, including the *Auditor General Act*, R.S.C., 1985, c. A-17 (as amended), are cumulative, not exclusive.
4. **Status of the Contractor.** The Contractor is an independent contractor engaged by the OAG to perform the Work. Nothing in the Contract is intended to create an employment relationship, a partnership, a joint venture or an agency with the OAG. The Contractor must not represent itself as an agent or representative of the OAG to anyone. Neither the Contractor nor any Contractor Personnel is engaged as an employee, servant or agent of the OAG. The Contractor is responsible for all deductions, remittances and any applications, reports, payments or contributions required by law in relation to its employees, including federal, provincial and foreign tax, pension, employment insurance, workers' compensation, employment standards, wage rates, and any other similar matter, and the Contractor is entitled to no benefits or payments other than those specified in the Contract.



5. Conduct of the Work.

- a. The Contractor represents and warrants that the Contractor and all Contractor Personnel:
 - i. are competent to perform the Work;
 - ii. have everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - iii. have the necessary qualifications, including knowledge, skill, know-how, experience and third party authorizations, and the ability to use them diligently and effectively, to perform the Work.
 - b. The Contractor and all Contractor Personnel must:
 - i. perform the Work diligently, effectively and efficiently;
 - ii. except for OAG Property, supply everything necessary to perform the Work;
 - iii. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the Contractor's industry to ensure the degree of quality required by the Contract;
 - iv. select and employ a sufficient number of qualified people as Contractor Personnel;
 - v. perform the Work in accordance with standards of quality acceptable to the OAG and in full conformity with all applicable laws and regulations, the OAG's specifications and all the requirements of the Contract; and
 - vi. provide diligent, effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
 - c. The Work must not be performed by any person who, in the opinion of the OAG, in its sole discretion, is incompetent, unsuitable or has conducted himself/herself improperly.
 - d. In the event of breach of warranty, in addition to other rights and remedies available at law and in this Contract, the Contractor shall, at the OAG's election and the Contractor's expense:
 - i. reperform the Work to the OAG's satisfaction (using alternate Contractor Personnel if the OAG so requests); or
 - ii. issue a credit in the amount of any Work that is or was deficient as a result of the breach.
- 6. Subcontracts.** The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Representative. The Contracting Representative may require the Contractor to provide such particulars of the proposed subcontract as the OAG considers necessary, in its sole discretion. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon the OAG to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Representative requires or agrees otherwise, with the exception of any employment equity or other requirements which may only apply to the Contractor.
- 7. Time of the Essence.** It is essential that the Work be performed within or at the time stated in the Contract.
- 8. Excusable Delay.**
- a. A delay in the performance of the Work or any obligation by the Contractor under the Contract that is caused by an event that:
 - i. is beyond the reasonable control of the Contractor;
 - ii. could not reasonably have been foreseen;
 - iii. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - iv. occurred without the fault or neglect of the Contractor,will be considered an "Excusable Delay" if the Contractor:



1. notifies the Contracting Representative, in writing, of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it; and
 2. within fifteen (15) working days of the foregoing notification, also notifies the Contracting Representative, in writing, of all the circumstances relating to the delay and includes, for approval by the OAG, a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
 - b. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for thirty (30) calendar days or more, the Contracting Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the OAG the portion of any advance payment that is unliquidated at the date of the termination. Unless the OAG has caused the Excusable Delay by failing to meet an obligation under the Contract, the OAG will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 9. Inspection and Acceptance of the Work.** All Work is subject to inspection and acceptance by the OAG. Inspection and acceptance of the Work by the OAG does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements or obligations under the Contract. The OAG will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction, replacement, reperformance or refund at the Contractor's cost and expense.
- 10. Invoice Submission.** Invoices must be submitted in the Contractor's legal name. The Contractor must submit invoices for each delivery or shipment and invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- a. Invoices must show:
 - i. the date, the name and address of the OAG, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN);
 - ii. details of expenditures (such as, but not limited to, showing separately, hours worked in Canada or abroad, periods and cost of any authorized travel and living expenses, item, quantity, unit price, fixed time labour rates and level of effort, fixed firm price and payment milestone, as applicable) in accordance with the basis of payment specified in the Contract, exclusive of Applicable Taxes;
 - iii. deduction for set-off, holdback or deduction, if applicable;
 - iv. the extension of the totals, if applicable; and
 - v. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 - b. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.



- 11. Taxes.** The OAG is required to pay Applicable Taxes. Applicable Taxes will be paid by the OAG as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due. The Contractor is not entitled to use exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change. Pursuant to the *Income Tax Act*, R.S.C., 1985, c.1 (5th Supp.) (as amended) and the *Income Tax Regulations*, C.R.C., c. 945 (as amended) the OAG must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed.
- 12. Payment Period and Interest on Overdue Accounts.** The OAG's standard payment period is thirty (30) calendar days. The payment period is measured from the date an invoice in a form and content acceptable to the OAG is received in accordance with the Contract or the date the Work is delivered in a condition acceptable to the OAG as required in the Contract, whichever is later. A payment is considered overdue on the 31st calendar day following that date and interest will be paid automatically in accordance with this section.
- a. If the invoice and its substantiating documentation are not received in a form and content acceptable to the OAG in accordance with the Contract or the Work is not delivered in a condition acceptable to the OAG as required by the Contract, the OAG will notify the Contractor within fifteen (15) calendar days of receipt. The thirty (30)-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the OAG to notify the Contractor within fifteen (15) calendar days will only result in the payment being considered overdue on the 31st day following receipt of the invoice or Work for the sole purpose of calculating interest on overdue accounts, but shall not relieve the Contractor from any of its obligations under the Contract, impose any liability upon the OAG or otherwise obligate the OAG to make payment until the invoice and its substantiating documentation are received in a form and content acceptable to the OAG in accordance with the Contract or the Work is delivered in a condition acceptable to the OAG as required in the Contract, whichever is later.
 - b. For the purpose of this section:
 - i. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each calendar day during the calendar month immediately before the calendar month in which payment is made;
 - ii. "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - iii. "date of payment" means the date of the negotiable instrument drawn by the OAG to pay any amount under the Contract;
 - iv. an amount becomes "overdue" when it is unpaid on the first calendar day following the calendar day on which it is due and payable as specified above and according to the Contract.



- c. The OAG will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the calendar day before the date of payment, inclusive. The Contractor is not required to provide notice to the OAG for interest to be payable. The OAG will pay interest in accordance with this section only if the OAG is responsible for the delay in paying the Contractor. The OAG will not pay interest on overdue advance payments.
- 13. Audit.** The amount claimed under the Contract is subject to audit by the OAG, at any time, both before and after payment is made. The Contractor must keep proper accounts and records of performing the Work, the cost of performing the Work, the actual time spent each calendar day by all Contractor Personnel performing the Work (if the Contract specifies payment on the basis of time spent by the Contractor or Contractor's Personnel performing the Work) and all expenditures or commitments made by the Contractor, including any invoices, receipts, timesheets and third party contracts, which shall at all reasonable times be available to audit and inspection by the OAG, who may make copies and take extracts therefrom. The Contractor shall afford facilities for audit and inspection and shall furnish the OAG with such assistance and information as the OAG may require from time to time with respect to such accounts and records. The Contractor shall keep all such accounts and records, and preserve them in a secure location that is available for audit and inspection, for no less than six (6) years after it receives the final payment under the Contract or until the settlement of any outstanding or unresolved claims or disputes, whichever is later, unless the OAG consents in writing in advance to earlier disposal.
- a. The OAG shall have the right, upon providing at least five (5) calendar days prior written notice, to enter upon the Contractor's facilities and locations, with any third party representatives the OAG may require, to review, inspect, test or to conduct audits, and take extracts or make copies of any document, with respect to the Contractor's operations and business to ensure compliance with the Contract, including the retention of accounts and records, performance of the Work, privacy, confidentiality and security. Where problems or deficiencies are identified during or following any review, inspection, test or audit, the OAG may, in its sole discretion, issue by notice to the Contractor, a corrective action request. Upon receipt of such notice, the Contractor shall:
- i. promptly reply in writing to the corrective action request;
 - ii. take immediate corrective action acceptable to the OAG to prevent the recurrence of all deficiencies or problems identified in the corrective action request; and
 - iii. rectify all deficiencies and problems identified in the corrective action request within the time period specified in the notice, or when not specified, within thirty (30) calendar days from the date of the Contractor's receipt of the notice.
- b. The issuance or non-issuance of a corrective action request shall not prejudice any of the OAG's rights to termination under the Contract.
- c. Where an audit or inspection by the OAG, or where the OAG's own accounts or records disclose an overpayment, the OAG shall have the right to set-off, hold-back or deduct the amount of such overpayment against any Contractor invoices issued pursuant to this Contract or any other agreement, and the Contractor shall be liable to repay such overpayment immediately on demand to the extent the OAG does not recover the overpayment by right of set-off, hold-back or deduct.
- 14. Compliance with Applicable Laws.** The Contractor must inform itself and Contractor Personnel of, and comply and ensure compliance with, all laws applicable to the performance of the Contract, including Canadian federal, provincial and municipal law. The Contractor must provide evidence, at its own cost, of compliance with such laws to the OAG at such times as the Contracting Representative may reasonably request. The Contractor must obtain and maintain, without charge, reimbursement or payment by the OAG in any way, all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Representative, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the OAG. Without limiting the foregoing, the Contractor must not transfer or copy by any electronic or other means any software owned by or licensed to the OAG and such software is only to be used for the purposes of Work carried out on behalf of the OAG and for no other purpose.



- 15. Workplace Health and Safety.** The Contractor acknowledges the responsibility of the OAG to ensure, for its employees, a safe and healthy work environment, free of harassment. Copies of the *OAG Policy on the Prevention of Workplace Violence*, the *OAG Respectful Workplace Policy*, and the *OAG Policy on Workplace Investigations*, which are also applicable to the Contractor, are available from the Contracting Representative upon the Contractor's prior written request. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, or through Contractor Personnel, harass, abuse, threaten, abuse its authority towards, discriminate against or intimidate, or endanger the health and safety of, any employee, contractor or other individual employed by, or under contract with, the OAG. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the OAG will, at its sole discretion, determine if the complaint is founded and decide on any action to be taken, including terminating the Contract for default.
- 16. Confidentiality.** The Contractor must keep confidential and not disclose or release for any purpose to any third party all information provided to the Contractor by or on behalf of the OAG in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work including all documents, reports, papers or other records and any information, advice, assistance, guidance, recommendations and matters. As such, information must be treated as confidential, used solely for the purpose of the Contract and remains the sole and exclusive property of the OAG. Subject to the *Access to Information Act*, R.S.C., 1985, c. A-1 (as amended) (the "**Access to Information Act**"), and to any right of the OAG under the Contract to release or disclose, OAG agrees not to release or disclose any information delivered to the OAG under the Contract that is proprietary to the Contractor or a subcontractor, except to other departments within the federal public administration as defined by the FAA and to the extent that the Contract expressly provides for release or disclosure to third parties.
- a. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - i. is publicly available from a source other than the other Party;
 - ii. is or becomes lawfully known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information;
 - iii. is developed by a Party independently and without use of the information of the other Party;
 - iv. is authorized in writing in advance by the other Party to be released or disclosed by a Party to a third party solely for the purpose of the contract; or
 - v. is required to by law to be disclosed.
 - b. In the event the Contractor is required to disclose confidential or proprietary information by law, the Contractor shall promptly notify the OAG so that the OAG has a reasonable opportunity to prevent disclosure.
- 17. Privacy.** Any personal information within the meaning of the *Privacy Act*, R.S.C., 1985, c. P-21 (as amended) (the "**Privacy Act**"), which is disclosed by the OAG, or is managed, accessed, collected, used, retained, created or disposed of in order to fulfill the requirements of this Contract, shall be deemed to be under the OAG's control, shall be made available to the OAG upon request and shall otherwise be treated in accordance with the *Privacy Act*. All such personal information is OAG property, and Contractor shall have no right in or to such personal information. Contractor shall segregate all such personal information (whether in electronic format or in hard copy) from its other records. Contractor agrees that all such personal information shall at all times be stored on segregated, stand-alone information systems in Canada that are not connected to networks or other technology systems that would permit access to such information from a jurisdiction other than Canada, except to the extent expressly permitted by this Contract. Contractor agrees to maintain reasonably detailed access logs that would indicate each occurrence of access to any such personal information, other than by the OAG. The Contractor agrees to comply with the *Privacy Act* and any other Canadian privacy laws, to the extent that they are applicable to the Contractor.



- 18. Access to Information.** Records created by the Contractor, and under the control of the OAG, are subject to the *Access to Information Act*. The Contractor acknowledges the responsibilities of the OAG under the *Access to Information Act* and must, to the extent possible, assist the OAG in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both. The Contractor consents, in the case of a Contract and any amendment with a value in excess of \$10,000 (including taxes), to the public disclosure of basic information, other than information described in any of paragraphs 20(1) (a) to (d) of the *Access to Information Act*, relating to the Contract and, where the Contract and any amendment with a value in excess of \$10,000 (including taxes) involves a former public servant in receipt of a pension under the *Public Service Superannuation Act*, R.S.C., 1985, c. P-36 (as amended), the Contractor consents, and acknowledges that the Contractor's Personnel consents, to the public disclosure of basic information in accordance with the *Guidelines on the Proactive Disclosure of Contracts*.
- 19. Copyright.** Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to the OAG. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate, in any such Work: ©Her Majesty the Queen in Right of Canada, as represented by the Auditor General of Canada, [year] or © Sa Majesté la Reine du chef du Canada, représentée par le vérificateur général du Canada, [year].
- a. At the request of the Contracting Representative, the Contractor must provide to the OAG, at the completion of the Work or at such other time as the Contracting Representative may require, a written permanent waiver of moral rights as defined in the *Copyright Act*, R.S.C., 1985, c. C-42 (as amended), in a form and content acceptable to the Contracting Representative, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
 - b. The Contractor agrees that the OAG may translate into the other official language of Canada any documentation delivered to the OAG by the Contractor that does not belong to the OAG. The Contractor acknowledges that the OAG owns the translation and that it is under no obligation to provide any translation to the Contractor. The OAG agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. The OAG acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.
- 20. OAG Property.** The Contractor must take reasonable and proper care of all OAG Property in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 21. Amendment.** To be effective and valid, any amendment to the Contract must be prepared in writing by the Contracting Representative and signed by the authorized representative(s) of the OAG and Contractor. No increase in the total liability of the OAG or in the price of the Work resulting from any change, modification or interpretation of the Contract will be authorized by the OAG, or paid to the Contractor, unless such change, modification or interpretation of the Contract is approved, in writing, in advance, by the OAG and before incorporation into the Work.
- 22. Assignment.** The Contractor must not assign the Contract, or any benefit or burden hereunder, in whole or in part, without obtaining the prior written consent of the OAG, which may be withheld in the OAG's sole and absolute discretion. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the OAG. Notwithstanding the foregoing, this Contract shall ensure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, and successors.



- 23. Change of Control.** The Contractor shall notify the OAG prior to any merger, amalgamation, transfer of a controlling interest in the Contractor or a sale of all or substantially all of the Contractor's assets and prior to entering into any subcontract with equivalent effect to, or in connection with, any such transaction. Contractor shall obtain the OAG's prior written consent to any such transaction or subcontract, which may be withheld in the OAG's sole discretion. In the event the Contractor fails to comply with this notice and consent requirement, the OAG shall be entitled to terminate the Contract for default. Contractor's notice and request for consent shall include full particulars regarding the intended transaction or subcontract. The Contracting Representative may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so, including:
- a. an updated organizational chart, or similar description of the Contractor, both before and after the completion of any such transaction or subcontract;
 - b. a description of the nature of any such transaction or subcontract, including any amalgamations, wind-ups, asset transfers or other elements;
 - c. a list of the directors of the Contractor;
 - d. a list of the shareholders of the Contractor; and
 - e. any other information relevant, in the OAG's sole discretion, to any such transactions or subcontracts, including any information about the Contractor, successor entity, entity acquiring a controlling interest in the Contractor, entity purchasing all or substantially all of Contractor's assets, or subcontractor.
- 24. Suspension of the Work.** The Contracting Representative may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.
- 25. Default by the Contractor.**
- a. If the Contractor fails to perform any of its obligations under the Contract, or fails to make progress so as to endanger the performance of the Contract, the Contracting Representative may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of any cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Representative within that cure period.
 - b. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or if an order is made or a resolution passed for the winding-up of the Contractor, or if the Contractor makes a false, untrue or misleading certification, declaration or representation under the Contract, whether made knowingly or unknowingly, or provides false, untrue or misleading information under or in relation to the Contract, whether made knowingly or unknowingly, the Contracting Representative may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
 - c. If the OAG gives notice of termination under this section, the Contractor will have no claim for payment. The Contractor will be liable to the OAG for all losses and damages suffered by the OAG because of the default or occurrence upon which the notice was based, including any procurement costs and any increase in the cost incurred by the OAG in procuring the Work from another source. The Contractor agrees to repay immediately to the OAG the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section shall limit any other remedies that may be available to the OAG against the Contractor.



26. Termination for Convenience. At any time before the completion of the Work, the Contracting Representative may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

- a. If a termination notice is given pursuant to this section, the Contractor will be entitled to be paid for Work that has been completed and reimbursed for costs that have been reasonably and demonstrably incurred to perform the Contract, to the extent that the Contractor has not already been paid or reimbursed by the OAG, including:
 - i. on the basis of payment specified in the Contract, payment for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - ii. reimbursement of any direct costs incurred by the Contractor for work terminated by the termination notice before completion, excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- b. The OAG may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract. The total of the amounts, to which the Contractor is entitled to be paid and/or reimbursed under this section, together with any amounts paid, due or becoming due to the Contractor, must not exceed the Contract Price. The OAG may withhold payment and/or reimbursement of any amounts under this section until such time as the Contractor has substantiated its entitlement to such amounts to the OAG's satisfaction. Upon payment of such amounts, the Contractor shall be deemed to have fully and finally released the OAG from any and all liability in connection with the Contract. The Contractor will have no claim for damages, compensation, loss of profit, or economic loss arising out of any termination notice given by the OAG under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the OAG the portion of any advance payment that is unliquidated at the date of the termination.

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

- a. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. If the Contractor is unable to provide the services of any specific individual identified in the Contract, at any time, it must provide a replacement with similar qualifications and experience payable at the same or lesser rate or price. The replacement must meet the criteria used in the selection of the Contractor and be of equal or greater ability, expertise and attainment, subject to prior written acceptance by the OAG. The Contractor must, as soon as possible, give written notice to the Contracting Representative of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance, if applicable. Any such replacement may be rejected if, in the OAG's sole absolute discretion, the replacement fails to meet the criteria used in the selection of the Contractor or is not of equal or greater ability, expertise and attainment and the Contractor must not, in any event, allow performance of the Work by unapproved or unauthorized replacement persons prior to receipt of written acceptance of the OAG.



- b. The Contracting Representative may order that any replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with this section. The fact that the Contracting Representative does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

28. Liability and Infringement.

- a. The Contractor is liable for any damage caused by the Contractor, Contractor's Personnel or Contractor's agents to the OAG or to any third party. The OAG is liable for any damage caused by the OAG, its employees or agents to the Contractor or to any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.
- b. The Contractor represents and warrants that, to the best of its knowledge, neither it nor the OAG will infringe any third party's intellectual property rights in performing or using the Work, and that the OAG will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- c. If anyone makes a claim against the OAG or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against the OAG, the OAG must have the regulation and conduct of all litigation for or against the OAG, but the OAG may request that the Contractor defend the OAG against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- d. The Contractor has no obligation regarding claims that were only made because:
 - i. the OAG modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract;
 - ii. the OAG used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications);
 - iii. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by the OAG (or by someone authorized by the OAG); or
 - iv. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Representative; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the OAG. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or the OAG, will defend both [Contractor name] and the OAG against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to the OAG for the claim.
- e. If anyone claims that, as a result of the Work, the Contractor or the OAG is infringing its intellectual property rights, the Contractor must immediately do one of the following:



- i. take whatever steps are necessary to allow the OAG to continue to use the allegedly infringing part of the Work;
- ii. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- iii. take back the Work and refund any part of the Contract Price that the OAG has already paid, and if the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, the OAG may choose either to require the Contractor to do (iii), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse the OAG for all the costs it incurs to do so.

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

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

31. Conflict of Interest and Values and Ethics Codes. Contractor acknowledges having read the *Code of Values, Ethics & Professional Conduct for the Office of the Auditor General of Canada*, (the "**OAG Code**") which the Contractor agrees shall govern the conduct of the Contractor and the Contractor's Personnel in respect of the Contract. The Contractor agrees all Contractor Personnel shall conduct themselves in compliance with the principles of the *OAG Code*. The Contractor acknowledges that third parties who are subject to the provisions of the *Conflict of Interest Act*, S.C. 2006, c.9, s.2 (as amended), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other equivalent codes of values and ethics applicable within specific government organizations cannot derive any direct benefit resulting from the Contract, including any member of the House of Commons or Senate.



32. No Bribe, Benefit or Conflict.

- a. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the OAG or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- b. For the purpose of this section, conflict of interest means any matter, circumstance, interest, or activity affecting the Contractor or Contractor Personnel, which impairs, may impair or may appear to impair the ability of the Contractor or Contractor Personnel to perform the Work and any obligations under the Contract diligently, independently and otherwise in compliance with the principles of the OAG Code.
The Contractor and Contractor Personnel must not influence, seek to influence or otherwise take part in a decision of the OAG knowing that the decision might further its private interest. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no real, perceived or potential conflict of interest exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a real, perceived or potential conflict of interest in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Representative in writing without delay. If the OAG is of the opinion that a real, perceived or potential conflict of interest exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Representative's attention, the Contracting Representative may require the Contractor to take steps to resolve or otherwise deal with such conflict of interest or, at the OAG's sole discretion, the Contract may be terminated for default.

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

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

- a. Statement
 - i. The Contractor represents and warrants that it responded to the RFP in an honest, fair and comprehensive manner, accurately reflecting the Contractor's capacity to satisfy the requirements of this Contract, and undertakes to fulfill all obligations of the Contract, including the terms set out in these Integrity Provisions.
 - ii. The Contractor confirms that it understands that convictions of certain offences, a false declaration in its Proposal, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to termination of the Contract, if applicable, for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the Term of the Contract, the OAG may, following a notice period, terminate for default. The Contractor understands that termination for default will not restrict the OAG's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.



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



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



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



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



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



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



ANNEX A - STATEMENT OF WORK

WORKSTREAM 1 - STATEMENT OF WORK

I. TITLE

Executive Coaching Professional Services

II. GENERAL OVERVIEW

All Work will be on an “as and when requested” basis via task authorizations.

The Contractor must provide, when requested, qualified and experienced senior coaching resources that meet at a minimum the resource assessment criteria listed in Appendix C of Annex A.

The Contractor may propose in response to a draft task authorization a senior coaching resource who is currently delivering executive coaching under the contract. For greater clarity, a Senior Coaching Resource can provide Work for more than one Participant simultaneously.

Definitions:

“Work” is defined as Executive Coaching Services for a member of the OAG Executive Committee

The “OAG Executive Committee” includes the Auditor General, Deputy Auditors General, Assistant Auditors General, the Commissioner of the Environment and Sustainable Development, and the General Counsel.

“Participant” means the member of the OAG Executive Committee identified in a validly issued task authorization.

“Executive Coaching Services” means the services described in section III and the services described in section IV which are identified in a validly issued task authorization.

“Senior Coaching Resource” means a resource who is listed in a validly issued task authorization.

Regular Business Hours means 8:00am to 5:00pm Monday to Friday except for the statutory holidays observed by the OAG.

III. DESCRIPTION OF COMMON SERVICES FOR ALL TASK AUTHORIZATIONS

The Work is conducted through meetings, scheduled at a pace recommended by the Contractor and agreed by the Participant.

1. General Obligations:

The Contractor will provide Senior Coaching Resources who will perform the following tasks:

- a) It is the responsibility of the Senior Coaching Resources to schedule the coaching sessions directly with the Participant. The session will either be virtually or in person, based on Participant preference and taking into consideration the OAG office’s health and safety measures in place.
- b) Setting up the physical room prior to the start of the scheduled start time or set-up the online environment.
- c) Throughout the coaching sessions, provide a safe, structured, and trustworthy environment for the delivery of coaching services to the Participant.
- d) Schedule the coaching session and execute sessions of 60 minutes in duration with the



- Participant.
- e) Assess the Participant using any of the psychometric tool(s) below, if applicable and as identified in the task authorization:
 - NOVA
 - 360° Feedback
 - Myers Briggs Type Indicator (MBTI)
 - Strength Deployment Inventory (SDI)
 - Insights Discovery
 - DiSC Profile(s)
 - Highlands Ability Battery Report
 - f) The Senior Coaching Resources will monitor the progress towards the set goals established and provide monthly reports describing the progress to the Project Authority.
 - g) Throughout the coaching sessions coach the Participant in a thought-provoking and creative process that inspires them to maximize his or her personal and professional potential.
 - h) The Senior Coaching Resources will recommend to the Project Authority triangulation session(s) with the Participant and his/her supervisor as part of the coaching session(s) if in his or her opinion this will assist in meeting the set goals.
 - i) Participate in coaching progress meetings with the Project Authority as necessary.

1. Format of Deliverables

The Contractor must provide all written deliverables in electronic format, compatible with the OAG e.g. MS Word, Excel, PPT, Adobe PDF.

2. OAG Responsibility

The OAG Project Authority will provide within five (5) business days or as soon as possible from task authorization signature the following to the Contractor, as applicable:

- a) Any OAG internal available material, pertaining to the Work described in the task authorization which the OAG determines in its sole discretion are pertinent and can be provided to the Contractor; and,
- b) Provide contact information of the Participant and any other reasonable assistance to the Contractor in making its initial contact with the Participant identified in the task authorization.

The Senior Coaching Resource will be scheduling the coaching sessions directly with the OAG Participant(s). The Participant(s) can cancel or reschedule a session established under section III.1(a), no later than 24 hours before the session, at no additional charge.

IV. DESCRIPTION OF INFORMATION THAT WILL BE IDENTIFIED IN THE TASK AUTHORIZATION:

The Draft Task Authorization Form, Appendix B to Annex A, contains six (6) blocks which will, at issuance, describe the requested work and support the Contractor's submission of a response.

1. At block 1, the OAG will provide a description of activities being purchased, a description of the deliverables and a schedule of completion dates. In this block, the OAG will describe whether the requested service is for individual or team coaching, and identify the subject area for the delivery of services.

1.1. Individual or Team Coaching tasks and deliverables

The task authorization will identify whether the services are for an individual or a team coaching:



A. Individual Coaching

The Contractor will provide Senior Coaching Resources who will perform the following tasks for individual coaching:

- a) If a psychometric tool is identified in the task authorization (TA):
 - i. Meet with the Project Authority within 10 business days of signing the TA;
 - ii. Administer the psychometric tool within 10 business days of the meeting with the Project Authority;
 - iii. Provide a copy of the results of the psychometric tool within 10 business days of the Participant(s) completing the psychometric tool and schedule a 90 minute verbal debrief with the Participant;
 - iv. Establish a coaching approach for the subject area identified in the TA and based on the result of the psychometric tool, within 10 business days of the verbal debrief. The coaching approach will be shared with the Participant only;
 - v. Execute the number of individual coaching sessions as identified in the TA; and,
 - vi. Provide feedback to Participant following the completion of each coaching session and establish next steps.

- b) If no psychometric tool is identified in the task authorization (TA):
 - i. Meet with the Project Authority within 10 business days of signing the TA;
 - ii. Establish a coaching approach for the subject area identified in the TA within 10 business days of that meeting. Share the coaching approach with the Participant only;
 - iii. Execute the number of individual coaching sessions as identified in the TA; and,
 - iv. Provide feedback to Participant following the completion of each coaching session and establish next steps.

B. Team Coaching

Team coaching is executed through facilitated activities that support Participants in gaining an enhanced understanding of how to work together most effectively. These team coaching sessions are conducted with Participants, scheduled at a pace recommended by the Contractor and approved by the Project Authority at OAG. The number of team coaching sessions will be identified in the task authorization.

The Contractor will provide bilingual Senior Coaching Resources who will perform the following tasks for team coaching:

- a) If a psychometric tool is identified in the task authorization (TA):
 - i. Meet with the Project Authority for a briefing, within 10 business days of signing the TA.
 - ii. Submit a team coaching approach to the Project Authority for approval, within 10 business days from the original meeting.
 - iii. Administer the psychometric tool as soon as the coaching approach is approved and ensuring that the tool is available in both official languages.
 - iv. Provide a 90 minute verbal debrief to each Participant individually and provide a copy of the results of their psychometric tool, within 30 business days of administering the psychometric tool.
 - v. Consolidate the individual results of the psychometric tool into a group report to be submitted to the Project Authority, within 20 business days of completing the individual debriefs.
 - vi. Provide coaching materials to Participants that should include, if applicable, any source documents and reference materials such as books, articles, video, and stationary media, in both official languages.
 - vii. Execute the team coaching sessions with the group, within 30 business days after submitting the consolidated group report. The team coaching will include at a minimum a 3 hour group report debrief and, if included in the Task Authorization, the predetermined number of subsequent team coaching sessions.



- viii. Provide feedback to Participants following the completion of each team coaching session and establish next steps based on the outcome of each coaching session.
- b) If no psychometric tool is identified in the task authorization (TA):
 - i. Meet with the Project Authority for a briefing, within 10 business days of signing the TA.
 - ii. Submit a team coaching approach to the Project Authority for approval, within 10 business days from the original meeting.
 - iii. Provide coaching materials to Participants that should include, if applicable, any source documents and reference materials such as books, articles, video, and stationary media, in both official languages.
 - iv. Execute the team coaching sessions with the group within 30 business days after the approval of coaching approach by the OAG Project Authority.
 - v. Provide feedback to Participants following the completion of each team coaching session and establish next steps.

The execution of the steps set out in this coaching approach once approved by the OAG Project Authority forms part of the deliverables under the Contract. The environment of the sessions must be a safe, structured and trustworthy environment for all Participants.

1.2. Subject areas

The task authorization will identify the applicable subject area for individual or a team coaching:

A. Individual executive coaching:

The following is the list of the subject areas applied to individual executive coaching.

- i. **Development coaching** – The Contractor will coach the Participant to accomplish the following outcomes:
 - a. develop new skills and competencies;
 - b. improve performance;
 - c. overcome de-railers; and,
 - d. prepare for advancement.
- ii. **Career Coaching** –The Contractor will coach the Participant to accomplish the following outcomes:
 - a. identify career needs;
 - b. provide tools for Participant to make decisions; and,
 - c. identify actions or goals to accomplish their career objectives in balance with the other parts of their lives.
- iii. **Performance Coaching** – The Contractor will coach the Participant to accomplish the following outcomes:
 - a. obtain better understanding of the requirements of the job, using the OAG competency model and the OAG job description;
 - b. develop the competencies of the Participant to better fulfill the requirements identified under (a);
 - c. identify and address any gaps in the current performance of the Participant; and,
 - d. identify opportunities to improve performance.
- iv. **Newly Assigned Leader Coaching** – The Contractor will coach the Participant during their “onboarding” process to facilitate a successful entry and engagement to ensure the newly hired executive is quickly aligned with, and integrated into the new work environment. The outcomes to accomplish are:



- a. identify critical success factors, competencies and leadership style to achieve results in the new role;
 - b. accelerate the learning curve of the Participant, so his or her leadership style and approach are aligned with the OAG culture;
 - c. identifying how the critical cultural and political nuances inherent in the environment apply to the Participant and examining how they fit with the leadership style of the Participant; and,
 - d. clarifying the supervisor's priorities during triangulation sessions, aligning expectations, and negotiating resources for success.
- v. **Coaching to Provide Feedback, Debriefing and Development Planning – The Contractor will:**
- a. coach the Participant based on the interpretation of an assessment or 360 feedback; and,
 - b. assist the Participant with making career decisions and establish professional development plans based on feedback, assessment results, and other relevant data.
- vi. **Targeted Behavioral Coaching – The Contractor will coach the Participant in order to:**
- a. develop a specific business competence or skill;
 - b. teach a new business competence or skill; and
 - c. learn more effective ways to work and interact with others.
- This type of coaching often helps those who are otherwise very successful in their current jobs or are taking on new responsibilities that require a change in specific skills.
- vii. **Legacy Coaching – The Contractor will coach the Participant who is retiring or transitioning from or between key roles, on how to execute a legacy plan that he or she would like to leave behind.**

B. Team Coaching

The Contractor will conduct team coaching sessions to support development of leadership skills, building self-awareness and team awareness, and collaboration, enhancing overall team dynamics and performance. Team coaching may also be used to support organizational on-boarding, creating connections within the organization and building trusting teams.

The outcomes of team coaching sessions will include the following:

- Break down silos within the team or the organization;
- Increase the team's functionality and maturity;
- Get people to accept differences as divergent ways of thinking that foster creation and innovation;
- Increase efficiency among team members by sharing experiences, observations and knowledge; and?
- Improve communication and collaboration among team members.

Option to Add New Subject Areas: During the Contract Period, if there are advancements in the provision of individual and team executive coaching services and new subject areas emerge, the Contractor grants to Canada the right to add new subject areas under A and B above. Adding new Subject Areas will require a contract amendment issued by the Contracting Authority.

2. At block 2, the OAG will establish the period of performance.
3. At block 3, the OAG will establish the work location. The physical work location includes all OAG offices. These are located at:



OAG Main Office:

- Ottawa, Ontario, 240 Sparks Street.

OAG Regional Offices:

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

The Contractor must deliver the Work either through virtual online sessions and/or in person sessions at the OAG office, subject to then current public health requirements and as specified in each task authorization.

When a draft task authorization requires that the proposed resource physically attend a regional office, the Contractor in its response to a draft task authorization can request reimbursement for travel and living expenses. If the request is approved it will be documented in the validly issued task authorization.

4. At block 4, the OAG will establish the language requirements. The Contractor must provide Senior Coaching Resources who are able to communicate orally and in writing without any assistance and with minimal errors, and to execute the work in accordance with the language requirement specified in the task authorization. The language requirement will be English, French or both. The Contractor must provide any documentation and deliverables in the language identified in the task authorization.
5. At block 5, the OAG may identify any other constraints impacting the delivery of the work.
6. At block 6, the OAG will confirm the security clearance required for completion of the work.



WORKSTREAM 2 - STATEMENT OF WORK

I. TITLE

One-on-One Coaching Professional Services

II. GENERAL OVERVIEW

All Work will be on an “as and when requested” basis via task authorizations. Participants are limited to Employees.

The Contractor must provide at a minimum, when requested, qualified and experienced resources that meet the resource assessment criteria listed in Appendix C of Annex A.

The Contractor may propose in response to a draft task authorization a resource, who are currently delivering one-on-one coaching under the contract. For greater clarity, a Senior or Intermediate Coaching resource can provide Work for more than one Participant simultaneously.

Definitions:

“Work” is defined as One-on-One Coaching Services.

“Employees” means all employees of the Office of the Auditor General, excluding the OAG Executive Committee.

“Participant” means the Employee identified in a validly issued task authorization

“One-on-One Coaching Services” means the services described in section III and the services described in section IV, which are identified in a validly issued task authorization.

“Senior Coaching Resource” means a resource who is listed in a validly issued task authorization.

“Intermediate Coaching Resource” means a resource who is listed in a validly issued task authorization.

Regular Business Hours means 8:00am to 5:00pm Monday to Friday except for the statutory holidays observed by the OAG.

III. DESCRIPTION OF COMMON SERVICES FOR ALL TASK AUTHORIZATIONS

The Work is conducted through meetings, scheduled at a pace recommended by the Contractor and agreed by the Participant.

i. General Obligations:

The Contractor will provide senior coaching resource or intermediate coaching resource, or both as specified in the task authorization, who will perform the following tasks:

- a) It is the responsibility of the Senior or Intermediate Coaching resources to schedule the coaching sessions directly with the Participant. The session will either be virtually or in person, based on the Participant’s preference and taking into consideration the OAG office’s health and safety measures in place.
- b) Setting up the physical room prior to the start of the scheduled start time or set-up the online environment.
- c) Throughout the coaching sessions, provide a safe, structured, and trustworthy environment for the delivery of coaching services to the Participant.
- d) Schedule the coaching session and execute sessions of 60 minutes in duration with the Participant.
- e) Assess the Participant using any of the psychometric tool(s) below, if applicable and as identified in the task authorization:



- NOVA
 - 360° Feedback
 - Myers Briggs Type Indicator (MBTI)
 - Strength Deployment Inventory (SDI)
 - Insights Discovery
 - DiSC Profile(s)
 - Highlands Ability Battery Report
- f) Monitor the progress towards the set goals established and provide monthly reports describing the progress to the Project Authority.
- g) Throughout the coaching sessions, coach the Participant in a thought-provoking and creative process that inspires them to maximize his or her personal and professional potential.
- h) Recommend triangulation session(s) with the Participant and his/her supervisor as part of the coaching session(s), if in his or her opinion this will assist in meeting the set goals.
- i) Participate in coaching progress meetings with the Project Authority as necessary.

ii. **Format of Deliverables**

The Contractor must provide all written deliverables in electronic format, compatible with the OAG e.g. MS Word, Excel, PPT, Adobe PDF.

iii. **OAG Responsibility**

The OAG Project Authority will provide within five (5) business days or as soon as possible from task authorization signature the following to the Contractor, as applicable:

- a) Any OAG internal available material, pertaining to the Work described in the task authorization which the OAG determines in its sole discretion are pertinent and can be provided to the Contractor;
- b) Provide contact information of the Participant and any other reasonable assistance to the Contractor in making its initial contact with the Participant identified in the task authorization;

The Senior or Intermediate Coaching Resources will be scheduling the coaching sessions directly with the OAG Participant. The Participant can cancel or reschedule a session established under section III.1(a), no later than 24 hours before the session, at no additional charge.

IV. **DESCRIPTION OF INFORMATION THAT WILL BE IDENTIFIED IN THE TASK AUTHORIZATION:**

The Draft Task Authorization Form, Appendix B to Annex A, contains six (6) blocks which will, at issuance, describe the requested work and support the Contractor's submission of a response.

1. At block 1, the OAG will provide a description of activities being purchased, a description of the deliverables and a schedule of completion dates. In this block, the OAG will describe whether the requested service is for individual or team coaching, and identify the subject area for the delivery of services.

1.1 The Contractor will provide Senior and Intermediate Coaching resources who will perform the following tasks for One-On-One coaching:

- a) If a psychometric tool is identified in the task authorization (TA):
 - i. Meet with the Project Authority within 10 business days of signing the TA.
 - ii. Administer the psychometric tool within 10 business days of the meeting with the Project Authority.



- iii. Provide a copy of the results of the psychometric tool within 10 business days of the Participant completing the psychometric tool, and schedule a 90 minute verbal debrief with the Participant.
- iv. Establish a coaching approach for the subject area identified in the TA and based on the result of the psychometric tool, within 10 business days of verbal debrief. The coaching approach will be shared with the Participant only.
- v. Execute the number of individual coaching sessions as identified in the TA.
- vi. Provide feedback to Participant following the completion of each coaching session and establish next steps.

b) If no psychometric tool is identified in the task authorization (TA):

- i. Meet with the Project Authority within 10 business days of signing the TA.
- ii. Establish a coaching approach for the subject area identified in the TA within 10 business days of the meeting under sub-section (b)(i). Share the coaching approach with the Participant only.
- iii. Execute the number of individual coaching sessions as identified in the TA.
- iv. Provide feedback to Participant following the completion of each coaching sessions and establish next steps.

The execution of the steps set out in this coaching approach once approved by the OAG Project Authority forms part of the deliverables under the Contract. The environment of the sessions must be safe, structured and trustworthy environment for the Participant.

1.2 The task authorization will identify the applicable subject area for One-on-One coaching.

The following is the list of the subject areas applied to One-On-One coaching:

- i. **Development coaching** – The Contractor will coach the Participant to accomplish the following outcomes:
 - a. develop new skills and competencies,
 - b. improve performance,
 - c. overcome de-railers, and
 - d. prepare for advancement.
- ii. **Career Coaching** –The Contractor will coach the Participant to accomplish the following outcomes:
 - a. identifying career needs;
 - b. provide tools for Participant to make decisions; and,
 - c. identify actions or goals to accomplish their career objectives in balance with the other parts of their lives.
- iii. **Performance Coaching** – The Contractor will coach the Participant to accomplish the following outcomes:
 - a. obtain better understanding of the requirements of the job, using the OAG competency model and the OAG job description;
 - b. develop the competencies of the Participant to better fulfill the requirements identified under a);
 - c. identify and address any gaps in the current performance of the Participant; and,
 - d. identify opportunities to improve performance.
- iv. **Newly Assigned Leader Coaching** – The Contractor will coach the Participant during their “onboarding” process to facilitate a successful entry and engagement to ensure the newly hired employee is quickly aligned with, and integrated in to the new work environment. The outcomes to accomplish are:
 - a. identifying critical success factors, competencies and leadership style to achieve results in the new role;



- b. accelerating the learning curve of the Participant so his or her leadership style and approach are aligned with the OAG culture;
 - c. identifying how the critical cultural and political nuances inherent in the environment apply to the Participant and examining how they fit with the leadership style of the Participant; and,
 - d. clarifying the supervisor's priorities during triangulation sessions, aligning expectations, and negotiating resources for success.
- v. **High-Potential or Developmental Coaching** –The Contractor will coach the Participant who has been identified as key to the organization's future or are part of the organization's succession plan, with developing his or her potential. The focus of the coaching will include assessment and competency development.
- vi. **Coaching to Provide Feedback, Debriefing and Development Planning** – The Contractor will:
 - a. coach the Participant based on the interpretation of an assessment or 360 feedback; and,
 - b. assist the Participant with making career decisions and establishing professional development plans based on feedback, assessment results, and other relevant data.
- vii. **Targeted Behavioral Coaching** – The Contractor will coach the Participant in order to:
 - a. develop a specific business competence or skill;
 - b. teach a new business competence or skill; and,
 - c. learn more effective ways to work and interact with others.

This type of coaching often helps those who are otherwise very successful in their current jobs or are taking on new responsibilities that require a change in specific skills.

- viii. **Legacy Coaching** – The Contractor will coach the Participant who is retiring or transitioning from or between key roles, on how to execute a legacy plan that he/she would like to leave behind.
- ix. **Competency-Based Coaching** – The Contractor will coach the Participant in developing competencies, such as: relationship building/management, communication, managerial competencies, strategic competencies, change management, emotional intelligence, leadership effectiveness, collaboration, team optimization and goal setting and achievement.

Option to Add New Subject Areas: During the Contract Period, if there are advancements in the provision of one-on-one coaching services and new subject areas emerge, the Contractor may propose these new subject areas to the Contracting Authority. Whether or not to accept the proposal is entirely within the discretion of Canada. If accepted, the new coaching subject area will be documented through a contract amendment issued by the Contracting Authority.

2, At block 2, the OAG will establish the period of performance.

3, At block 3, the OAG will establish the work location. The physical work location includes all OAG offices. These are located at:

OAG Main Office:

- Ottawa, Ontario, 240 Sparks Street.

OAG Reginal Offices:

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



The Contractor must deliver the Work either through virtual online sessions and/or in person sessions at the OAG office, subject to then current public health requirements and as specified in each task authorization.

When a draft task authorization requires that the proposed resource physically attend a regional office, the Contractor in its response to a draft task authorization can request reimbursement for travel and living expenses. If the request is approved it will be documented in the validly issued task authorization.

3. At block 4, the OAG will establish the language requirements. The Contractor must provide Senior Coaching Resources who are able to communicate orally and in writing without any assistance and with minimal errors, and to execute the work in accordance with the language requirement specified in the task authorization. The language requirement will be English, French or both. The Contractor must provide any documentation and deliverables in the language identified in the task authorization.
4. At block 5, the OAG may identify any other constraints impacting the delivery of the work.
5. At block 6, the OAG will confirm the security clearance required for completion of the work.



Appendix A to Annex A

Tasking Evaluation Procedure

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Project Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the draft TA Form. The quotation must be signed and submitted to the OAG within the time for response identified in the draft TA Form. The Contractor will be given a minimum of three (3) working days turnaround time to submit a quotation.
2. For each proposed resource that has not previously been evaluated by the Project Authority, the Contractor must provide the requested security clearance information and must complete the Response Assessment Criteria tables at Appendix C to Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The Contractor must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, the OAG will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, the OAG will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
3. The qualifications and experience of the proposed resources will be evaluated against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory criteria. The OAG may request proof of successful completion of formal training.

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



APPENDIX B TO ANNEX A
TASK AUTHORIZATION FORM

DRAFT TASK AUTHORIZATION FORM

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

DRAFT TASK AUTHORIZATION (TA) FORM				
Contractor:		Contract Number:		
Commitment Number (PR#):		Financial Coding:		
Task Number:				
Issue Date:		Response required by:		
1. Description of activities being purchased and of the deliverables, a schedule of completion dates.				
2. PERIOD OF SERVICES	FROM (DATE):		TO (DATE):	
3. Work Location:				
4. Language Requirements:				
5. Other Constraints:				
6. Level of Security Clearance Required for the Contractor Personnel:				
7. Contractor's Response:				
Category and Name of Proposed Resource	Security File Number	Firm Hourly Rate	# of Hours	Quotation



Estimated Cost (A):	
Applicable Taxes (B):	
Total quotation (C= A + B):	
<i>The applicable basis of payment is Maximum Price.</i>	



FINAL TASK AUTHORIZATION FORM

TASK AUTHORIZATION (TA) FORM			
Contractor:		Contract Number:	
Commitment Number (PR#):		Financial Coding:	
Task Number:		TA Revision Number:	
1. Description of activities being purchased and of the deliverables, a schedule of completion dates:			
2. PERIOD OF SERVICES	FROM (DATE):		TO (DATE):
3. Work Location:			
4. Language Requirements:			
5. Other Constraints:			
6. Level of Security Clearance Required for the Contractor Personnel:			
7. Resource Category			
Category	Name of Resource	Security File Number	
8. Basis of Payment:	The applicable basis of payment is the Maximum Price.		
9. The Maximum Price for this TA:	\$ _____		
10. Contractor's Signature			



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



APPENDIX C TO ANNEX A
RESOURCE ASSESSMENT CRITERIA

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Appendix. When completing the resource grids, the specific information which demonstrates the requested criteria should be incorporated so that the assessor can verify this information. Only the specific answer should be provided.

Workstream 1 – Executive Coaching Professional Services

#	Mandatory Technical Criteria	Demonstrated Experience
M1	<p>Contractor must propose one (1) senior coaching resource and demonstrate that this resource holds a Professional Certified Coach (PCC) Certification from the International Coaching Federation (ICF) or an equivalent certification from a recognized institution, by submitting a copy of the certification with their proposal.</p> <p>A certificate will be found equivalent if:</p> <ul style="list-style-type: none"> (e) The Contractor demonstrates that a minimum of 500 hours of coaching experience and 125 hours of formal training in coaching formed part of the requirements to obtain the certificate; and (f) The Contractor demonstrates that the institution which issued the certificate meets the definition of a recognized institution. <p>Definition: <i>A recognized institution is a training organization that receives public funding such as schools, colleges or universities or private for profit organizations and has offered training for at least 5 years.</i></p>	
M2	<p>Contractor must demonstrate that the proposed senior coaching resource in M1 has an undergraduate degree, by providing a copy of the degree with the proposal.</p>	



Workstream 2 – One-on-One Coaching Professional Services

#	Mandatory Technical Criteria	Demonstrated Experience/ Cross Reference to the Proposal
Senior Coaching Resource		
M1	<p>Contractor must propose one (1) senior coaching resource and demonstrate that this resource holds a Professional Certified Coach (PCC) Certification from the International Coaching Federation (ICF) or an equivalent certificate from a recognized institution, by submitting a copy of the certification with their response to task authorization.</p> <p>A certificate will be found equivalent if:</p> <ul style="list-style-type: none"> (g) The Contractor demonstrates that a minimum of 500 hours of coaching experience and 125 hours of formal training in coaching formed part of the requirements to obtain the certificate; and (h) The Contractor demonstrates that the institution which issued the certificate meets the definition of a recognized institution. <p>Definition: <i>A recognized institution is a training organization that receives public funding such as schools, colleges or universities or private for profit organizations and has offered training for at least 5 years.</i></p>	
M2	<p>Contractor must demonstrate that the proposed senior coaching resource in M1 has an undergraduate degree, by providing a copy of the degree with their response to task authorization.</p>	
Intermediate Coaching Resource		
M3	<p>Contractor must propose one (1) intermediate coaching resource and demonstrate that this resource holds an Associate Certified Coach (ACC) Certification from the International Coaching Federation (ICF) or an equivalent certificate from a recognized institution, by submitting a copy of the certification with their response to task authorization.</p> <p>A certificate will be found equivalent if:</p> <ul style="list-style-type: none"> (c) The Contractor demonstrates that a minimum of 100 hours of coaching experience and 60 hours of formal training in coaching formed part of the requirements to obtain the certificate; and (d) The Contractor demonstrates that the institution which issued the certificate meets the definition of a recognized institution. <p>Definition: <i>A recognized institution is a training organization that receives public funding such as schools, colleges or universities or private for profit organizations and has offered training for at least 5 years.</i></p>	
M4	<p>Contractor must demonstrate that the proposed intermediate coaching resource in M3 has an undergraduate degree, by providing a copy of the degree with their response to task authorization.</p>	



APPENDIX D TO ANNEX A
CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date



4. CERTIFICATION OF LANGUAGE - [English or Bilingual or French]

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are *(option to be selected at TA issuance stage)*:

[Option 1 - Unilingual English] fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

[Option 2 - Bilingual] fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

[Option 3 - Unilingual French] fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date



ANNEX B – BASIS OF PAYMENT

Workstream 1: Executive Coaching

Resource Category	All - inclusive Hourly Rate Contract Year 1	All - inclusive Hourly Rate Contract Year 2	All - inclusive Hourly Rate Option Year 1	All - inclusive Hourly Rate Option Year 2	All - inclusive Hourly Rate Option Year 3
Senior Coaching resource	\$	\$	\$	\$	\$

Workstream 2: One-on-One Coaching

Resource Category	All - inclusive Hourly Rate Contract Year 1	All - inclusive Hourly Rate Contract Year 2	All - inclusive Hourly Rate Option Year 1	All - inclusive Hourly Rate Option Year 2	All - inclusive Hourly Rate Option Year 3
Senior Coaching resource	\$	\$	\$	\$	\$
Intermediate Coaching resource	\$	\$	\$	\$	\$

Cancellation Fee:

In the event that the OAG Participant cancels or reschedules a coaching session with less than 24hrs notice, the OAG will pay the Contractor a late cancellation fee in the amount of 50% of the hourly rate specified in this basis of payment.



ATTACHMENT A - DECLARATIONS AND CERTIFICATIONS

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

The certifications provided by Bidders to OAG are subject to verification by the OAG at all times. Unless specified otherwise, the OAG will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required with the Bid

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

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

2. Certifications precedent to contract award and additional information

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

2.1. Bidder's Legal and Business Information

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

Legal Name of Bidder	
Business Association (for example, corporation, joint venture, partnership, sole proprietorship)	
Business Address (including street address, city, country and postal code or their equivalents)	
Telephone and Facsimile Numbers	
Point of Contact for Bidder and any resulting Contract (name, title, telephone and email address)	
Bidder's Procurement Business Number (PBN) and/or GST/HST/QST registration number.	
Bidders are solely responsible for obtaining their own advice regarding tax laws in various Canadian jurisdictions.	



Place of Residence for Canadian Tax Purposes (If not specified, the Bidder is deemed to represent and warrant it is a resident of Canada)	
Aboriginal Supplier Self-Identifier and/or Comprehensive Land Claims Agreement (CLCA) Unique Identifier, if applicable	

2.2 Employment Equity

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

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

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

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

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

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

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

2.3 Certification of Education and Experience

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

2.4 Certification of Availability and Status of Personnel

By submitting a proposal, the Bidder certifies that, should it be awarded a Contract as a result of this RFP, every individual proposed in its proposal will be available to perform the services as required by the OAG, in the manner and at the times specified in the RFP or as otherwise agreed with the Contracting Representative. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its proposal, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Representative in writing of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement as well as proof that the replacement has the required security clearance, if applicable. For the purpose of this



certification, reasons beyond the control of the Bidder may include, without limitation, death, sickness, maternity and parental leave, retirement, resignation, dismissal, or termination of an agreement.

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

2.5 Certification of Language

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

2.6 Certification of Former Public Servant in Receipt of a Pension

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

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

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

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

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

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

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

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

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

Work Force Reduction Program

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



If so, the Bidder must provide the following information:

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

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.7 Integrity Provisions

By submitting a proposal, the Bidder certifies that the Bidder and its Affiliates (as that term is defined in Section 4 (Resulting Contract Clauses) of this RFP are compliant with the integrity provisions set out in Section 4 (Resulting Contract Clauses) of this RFP (the “**Integrity Provisions**”).

1. Statement

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

2. List of Names

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

3. Request for Additional Information

By submitting a proposal, the Bidder certifies that it is aware, and that its Affiliates are aware, that



OAG may request additional information, certifications, validations from a third party qualified by the OAG, and other evidentiary elements proving identity or eligibility to contract with OAG. OAG may also verify the information provided by the Bidder, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in the Integrity Provisions.

4. Suspension of Period of Ineligibility

The Bidder confirms that it understands that a determination of Ineligibility (as that term is defined in Schedule A of Section 4 (Contract Terms and Conditions) of this RFP for entering into government contracts made under the Integrity Provisions may be suspended by the OAG through an Administrative Agreement (as that term is defined in Schedule A of Section 4 (Contract Terms and Conditions) of this RFP), to the extent that it is permissible in law. The period of Ineligibility applicable to that Bidder or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of Ineligibility on solicitations issued after it has been concluded.

5. Period of Ineligibility for Providing False or Misleading Information

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

6. Period of Ineligibility for Breaching Administrative Agreements

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

7. Suspension of a Bidder

The Bidder confirms that it understands that the OAG may suspend a Bidder from being awarded a contract for a period of up to eighteen (18) months, subject to renewal, pending completion of the criminal proceeding, if the Bidder has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Bidder has admitted to being guilty of any of these offences. The period of Suspension is effective from the date of determination by the OAG. A period of Suspension (as that term is defined in Schedule A of Section 4 (Contract Terms and Conditions) of this RFP) does not abridge or suspend all other periods of Ineligibility that may be imposed on a Bidder by the OAG.

8. Third Party Validation

The Bidder confirms that it understands that where it or any of the Bidder's Affiliates has been subject to a period of Ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections in Schedule A of Section 4 (Contract Terms and Conditions) of this RFP do not apply, the Bidder must provide by the Deadline for Proposals, a confirmation from an independent third party, recognized in advance by the OAG, confirming that measures have been put in place in order to avoid the re-occurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this proposal non-responsive.

9. Subcontractors

The Bidder must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those in Schedule A of Section 4 (Contract Terms and Conditions) of this RFP.

10. Public Interest Exception

The Bidder confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, OAG may enter in a Contract with a Bidder, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections in Schedule A of Section 4 (Contract Terms and Conditions) of this RFP, where the OAG considers it necessary to the public interest for reasons which include, but are not limited to:



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

2.8 Conflict of Interest

By submitting a proposal, the Bidder:

- a. acknowledges having read the *Code of Values, Ethics & Professional Conduct for the Office of the Auditor General of Canada* (https://www.oag-bvg.gc.ca/internet/english/au_fs_e_8603.html), which the Bidder agrees shall govern the conduct of the Bidder and the Bidder's personnel in respect of this RFP and any resulting Contract;
- b. agrees that all actual, potential and perceived conflicts of interest that may affect work with the OAG, or may affect submission of a proposal in response to this RFP, or may affect any Contract resulting from this RFP, shall be disclosed in writing to the Contracting Representative without delay; and
- c. undertakes to ensure that all Bidder personnel conduct themselves in compliance with the principles of the *Code of Values, Ethics & Professional Conduct for the Office of the Auditor General of Canada* in respect of this RFP and any resulting Contract.

2.9 Bidder's Authorized Signatory

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



AUTHORIZED SIGNATORY OF BIDDER			
SIGNATURE:		DATE	
NAME AND TITLE OF SIGNATORY (please print):			