| * | Indigenous Services Can |
|---|-------------------------|
|---|-------------------------|

| Bids must be submitted by   |
|-----------------------------|
| email only to the following |
| address:                    |

soumissionbid@sac-isc.gc.ca

# Request for Proposal (RFP)

Proposal to Indigenous Services Canada (ISC)

We hereby offer to sell to His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

# Page 1 of 60

# Subject

Audit Services on Recipient Funding Arrangements for the Department of Indigenous Services Canada (ISC)

Solicitation / Client Reference No.

1000250373

Date (YYYY/MM/DD)

2023/07/05

**Solicitation Closes Time Zone** 

on: July 19, 2023 Eastern Daylight Time at: 2 PM

Address inquiries to:

Alma.moyeda@sac-isc.gc.ca

Telephone No.

819-271-6488

**Destination of Goods, Services, and Construction** 

Canada

**Security Requirements** 

There are security requirements associated with this solicitation.

# **Vendor/Firm Information**

Vendor/Firm Name and Address: Name and title of person authorized to sign on behalf of Vendor/Firm Name: Title: Telephone No. and Facsimile #: Date (YYYY/MM/DD) Signature

(Include signed copy with bid )

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# **PART 1 - GENERAL INFORMATION**

### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

# 1.2 Summary

- 1.2.1 Indigenous Services Canada (ISC) seeks to establish one (1) contract for Audit Support Services. as defined in Annex A, Statement of Work, and to be provided under the Contract, on an "as and when requested" basis only, for three (3) years with two (2) one (1) year option periods.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsqc-pwqsc.qc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 This procurement is subject to the following Comprehensive Land Claims Agreement(s):
  - Maa-nulth First Nations Final Agreement
  - Tsawwassen First Nation Final Agreement
  - James Bay and Northern Quebec Agreement (JBNQA)
  - Eeyou Marine Region Land Claims Agreement
  - Northeastern Quebec Agreement
  - Nunavik Inuit Land Claims Agreement
  - Labrador Inuit Land Claims Agreement
  - Gwich'in Comprehensive Land Claims Agreement
  - Inuvialuit Final Agreement
  - Sahtu Dene and Metis Comprehensive Land Claims Agreement
  - Nisga'a Agreement
  - Tlicho Land Claims Agreement
  - Nunavut Land Claims Agreement
  - Carcross/Tagish First Nations Final Agreement
  - Champagne and Aishihik First Nations Final Agreement
  - Kluane First Nation Final Agreement
  - Kwanlin Dun First Nation Final Agreement



- Little Salmon/Camacks First Nations Final Agreement
- · First Nation of Nacho Nyak Dun Final Agreement
- Selkirk First Nation Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Teslin Tlingit Council Final Agreement
- Tr'ondëk Hwëch'in Final Agreement
- Vuntut Gwitchin First Nation Final Agreement
- Tla'amin Final Agreement
- 1.2.4 This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 Certifications and Additional Information, Part 7 Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity Certification.

# 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

# **PART 2 - BIDDER INSTRUCTIONS**

# 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

# 2.2 Submission of Bids

Bids must be submitted only to Indigenous Services Canada (ISC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to ISC will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information before contract award.

# 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

# 2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

# 2.6 Basis for Canada's Ownership of Intellectual Property

Indigenous Services Canada (ISC) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as



set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

# 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

# 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

# Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

# Section II: Financial Bid

**3.2.1** Bidders must submit their financial bid in accordance with Financial table detailed in section 4.1.2.1.

### 3.2.2 Electronic Payment of Invoices - Bid

Bidders will accept Direct Deposit (Domestic and International) for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

# 3.2.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

# Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

### Section IV: Additional Information

#### 3.4.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.4.1.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

# 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

# 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

|        | MANDATORY TECHNICAL CRITERIA (MTC)  |  |            |                                      |  |  |  |
|--------|---|--|------------|--------------------------------------|--|--|--|
| Number | per Mandatory Technical Criterion   |  | NOT<br>MET | Cross<br>Reference<br>to<br>Proposal |  |  |  |
|        | BIDDER EXPERIENCE   |  |            |                                      |  |  |  |
| MTC1   | The Bidder must demonstrate its capacity by providing project descriptions of three (3) Recipient/Contribution Agreement Audits that were managed by the Bidder within a 24 month period in various locations across Canada.  At a minimum, the Bidder must provide a table summarizing the three (3) Recipient/Contribution Agreement Audits projects and must include the following information for each submitted project:  • Audit timeframe (from-to dates month/year);  • Name of client organization;  • Location of audit; and  • Short description of audit. |  |            |                                      |  |  |  |
|        | RESOURCE EXPERIENCE   |  |            |                                      |  |  |  |
| MTC2   | The Bidder must submit a detailed CV for one (1) Partner/Managing Director resource under demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for the applicable resource category as described in Annex A, Statement of Work, Section 5.1.  If more than one resource is proposed, only the first in the order presented in the bid will be evaluated to determine compliance to this requirement.  At a minimum, the Bidder must provide the following information                         |  |            |                                      |  |  |  |
|        | for each project in order to demonstrate the proposed resource's  |  |            |                                      |  |  |  |



|      | experience:  |  |  |
|------|--|--|--|
|      | <ul> <li>Name of client organization;</li> <li>Project title;</li> <li>Name, phone, email of client;</li> <li>Project description, scope and objective;</li> <li>Project timeframe (from-to dates month/year); and</li> <li>Description of the Consultant roles and responsibilities in the project.</li> </ul> Specific knowledge and skills:   |  |  |
|      | <ul> <li>must have a good understanding of the new Departmental mandate for ISC and CIRNAC;</li> <li>must have *Indigenous cultural competency skills when engaging with and managing audit requirement projects within Indigenous communities.</li> </ul>   |  |  |
| MTC3 | The Bidder must submit a detailed CV for one (1) Project Manager/Leader resource for the applicable resource category as described in Statement of Work.  If more than one resource is proposed, only the first in the order presented in the bid will be evaluated to determine compliance to this requirement.  At a minimum, the Bidder must provide the following information for each project in order to demonstrate the proposed resource's experience:  Name of client organization; Project title; Name, phone, email of client; Project description, scope and objective; Project timeframe (from-to dates month/year); and Description of the Consultant roles and responsibilities in the project.  Specific knowledge and skills:  must have a good understanding of the new Departmental mandate for ISC and CIRNAC;  must have *Indigenous cultural competency skills when engaging with and managing audit requirement projects within Indigenous communities. |  |  |
| MTC4 | The Bidder must submit a detailed CV for one (1) Senior Auditor resource demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for the applicable resource category as described in Statement of Work.  |  |  |



|      | If more than one resource is proposed, only the first in the order presented in the bid will be evaluated to determine compliance to this requirement.  |  |  |
|------|---|--|--|
|      | At a minimum, the Bidder must provide the following information for each project in order to demonstrate the proposed resource's experience:  |  |  |
|      | <ul> <li>Name of client organization;</li> <li>Project title;</li> <li>Name, phone, email of client;</li> <li>Project description, scope and objective;</li> <li>Project timeframe (from-to dates month/year); and</li> <li>Description of the Consultant roles and responsibilities in the project.</li> </ul> |  |  |
|      | Specific knowledge and skills:  |  |  |
|      | <ul> <li>must have a good understanding of the new Departmental<br/>mandate for ISC and CIRNAC;</li> </ul>  |  |  |
|      | <ul> <li>must have *Indigenous cultural competency skills when<br/>engaging with and managing audit requirement projects within<br/>Indigenous communities.</li> </ul>  |  |  |
|      | The Bidder must submit a detailed CV for one (1) Auditor resource under demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for the applicable resource category as described in Statement of Work.                                    |  |  |
|      | If more than one resource is proposed, only the first in the order presented in the bid will be evaluated to determine compliance to this requirement.  |  |  |
|      | At a minimum, the Bidder must provide the following information for each project in order to demonstrate the proposed resource's experience:  |  |  |
| MTC5 | <ul> <li>Name of client organization;</li> <li>Project title;</li> <li>Name, phone, email of client;</li> <li>Project description, scope and objective;</li> <li>Project timeframe (from-to dates month/year); and</li> <li>Description of the Consultant roles and responsibilities in the project.</li> </ul> |  |  |
|      | Specific knowledge and skills:  |  |  |
|      | <ul> <li>must have a good understanding of the new Departmental<br/>mandate for ISC and CIRNAC;</li> </ul>  |  |  |
|      | must have *Indigenous cultural competency skills when   |  |  |

|      | engaging with and managing audit requirement projects within Indigenous communities.   |  |  |
|------|--|--|--|
|      | The Bidder must submit a detailed CV for one (1) Junior Auditor resource under demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for the applicable resource category as described in <a href="Statement of Work">Statement of Work</a> . |  |  |
|      | If more than one resource is proposed, only the first in the order presented in the bid will be evaluated to determine compliance to this requirement.   |  |  |
|      | At a minimum, the Bidder must provide the following information for each project in order to demonstrate the proposed resource's experience:   |  |  |
| MTC6 | <ul> <li>Name of client organization;</li> <li>Project title;</li> <li>Name, phone, email of client;</li> <li>Project description, scope and objective;</li> <li>Project timeframe (from-to dates month/year); and</li> <li>Description of the Consultant roles and responsibilities in the project.</li> </ul>      |  |  |
|      | Specific knowledge and skills:   |  |  |
|      | must have a good understanding of the new Departmental mandate for ISC and CIRNAC;   |  |  |
|      | must have *Indigenous cultural competency skills when<br>engaging with and managing audit requirement projects within<br>Indigenous communities.   |  |  |

# 4.1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared nonresponsive. Each point rated technical criterion should be addressed separately.

|      | Point Rated Technical Criteria (RT)   |  |                   |                             |  |  |
|------|---|--|-------------------|-----------------------------|--|--|
| Item | Description   | Scoring Methodology  | Maximum<br>Points | Cross Reference to Proposal |  |  |
| RT1  | Corporate Experience – Elements of an Audit Approach and Methodology & Elements of an Audit Project Plan  The Bidder should provide Three (3) sample reports on recipient audit engagement projects that demonstrates that they have used their *Approach and Methodology* as well as their *Project Work Plan*.  In order to obtain points, the project should demonstrate services in planning, delivering, and reporting results for an engagement similar in scope and magnitude to the requirement outlined in the Annex A - Statement of Work during the period beginning 84 months prior to bid posting and ending on the bid closing date. The following details should also be provided with the project:  1. Start and end dates of the project and Project Schedule; 2. Dollar value of the project; 3. Client name and current contact for whom the work was performed; 4. Target audience; 5. Detailed description of project broken down by phases (Planning, Examination and Reporting); 6. Tasks assigned to each member and level of effort by phase (Pre-Planning, Planning, Examination and Reporting); 7. Role and responsibilities of the personnel who participated in the project by phase (Pre-Planning, Planning, Examination and Reporting); 8. Indicate if the Bidder was lead responsible for the outcome; 9. Quality assurance activities conducted to ensure a quality audit was completed  *Approach and Methodology: see Attachment 2 to Part 4  *Project Work Plan: see Attachment 3 to Part 4  If more than 3 projects are submitted, only the first 3 in the order presented in the bid will be evaluated to determine compliance to this requirement. | a) Approach and Methodology: Points awarded for demonstrated items. See Checklist for scoring methodology. (Max. 15 points) b) Project Work Plan: Points awarded for demonstrated Elements of an Audit Project. See Checklist for scoring methodology. (Max. 15 points) c) Proposed resources: 5 points if the proposed Partner/Managing Director was the Partner/ Managing Director in the project submitted and 5 points if the proposed Project Manager/Leader was the Project Manager/Leader in the submitted project. (Max. 10 points)  Maximum score is 120 points | /120              |                             |  |  |



|      |    | Point Rated Ted  | chnical Criteria (RT)   |               |                                |
|------|----|--|---|---------------|--------------------------------|
|      |    |  | RT1 - Total Maximum Points  | s Available:  | 120 Points                     |
|      |    |  | RT1 - Minimum points requ   | ired (75%):   | 90 Points                      |
|      |    |  | RT1 - T   | otal Score:   |                                |
| Iter | n  | Description  | Scoring Methodology   | Points        | Cross Reference<br>to Proposal |
|      | Α. | Demonstrated approach and methodology on planning and executing the recipient audit engagement project submitted under RT1.  The Approach and Methodology should demonstrate:  Compliance with the Institute of Internal Auditor (IIA) Standards and the Chartered Professional Accountant Handbook (CPA Handbook);  Audit criteria related to the audit objective; and  Audit criteria related to the relevant Acts and/or policies in the area of the audit assurance engagement.  | The Approach and Methodology should demonstrate:  a) Compliance with the Institute of Internal Auditor (IIA) Standards and the Chartered Professional Accountant Handbook (CPA Handbook) (2 points);  b) Audit criteria related to the audit objective (2 points); and  c) Audit criteria that reflect the relevant Acts and/or policies in the area of the audit assurance engagement (1 point).  Maximum score is 15 points | <i>/</i> 15   |                                |
| RT2  | В. | Demonstrated quality assurance activities throughout the recipient audit engagement project submitted under RT1 and that ensure quality information is provided to decision makers.  The Quality Assurance process should demonstrate the following elements:  • Approval of audit program;  • TBS Internal Audit Policy, IIA standards; CPA Handbook, audit program / plan;  • Risk assessment;  • Report outline (PowerPoint) prior to full write up;  • Draft audit report;  • *Practical recommendations.  *Practical in this context means recommendations that address the cause identified. | The Quality Assurance process demonstrate the following elements:  a) Approval of audit program (3 points); b) TBS Internal Audit Policy, IIA standards, CPA Handbook (3 points); c) Risk assessment (3 points); d) Report outline (PowerPoint) prior to full write up (3 points); e) Draft audit report (3 points); f) Practical recommendations (10 points).  Maximum score is 75 points                                    | /75           |                                |
|      |    |  | RT2 - Total Maximum Point   | ts Available: | 90 Points                      |
|      |    |  | RT2 - Minimum points req  | uired (70%):  | 63 Points                      |
|      |    |  |   | Total Score:  |                                |



|      | Point Rated Technical Criteria (RT)   |   |              |                                |  |  |
|------|---|---|--------------|--------------------------------|--|--|
| Item | Description   | Scoring Methodology   | Points       | Cross Reference to<br>Proposal |  |  |
| RT3  | Indigenous Opportunity Considerations  As set out in the Statement of Work (SW11), where a Task Authorization will involve Services delivered in or to a geographic location within a Comprehensive Land Claims Agreement (CLCA) area, where practicable, the Bidder should incorporate opportunities for Land Claims Beneficiaries or Participants ("Indigenous Opportunity Considerations" or IOCs) to support the delivery of the Services to ISC. Potential IOC opportunities may be direct Service delivery, and may include, but are not limited to: employment, subcontracting, supply, services, or training/capacity building, etc.  To evaluate the Bidder's understanding of this requirement and capability to incorporate potential IOCs within any Task Authorization, the Bidder should describe:  a) Potential opportunities directly related to the Services or that support the Bidder's delivery of the Services, generally;  b) How, when it is identified that a Task authorization involves Services delivered in or to a geographic location within a specific CLCA area, the Bidder proposes to identify specific IOC opportunities that are relevant to the Task authorization scope and the specific CLCA area;  c) Any experience of the Bidder in working with communities or other organizations to implement similar opportunities or approaches, whether within or outside of CLCA areas, (this may also include experience working with CLCA businesses, or letters of reference from CLCA Beneficiaries/Participants) OR demonstration as to how the approach will be implemented to achieve measurable and meaningful outcomes. | <ul> <li>a) 20 / 20 points = The Offer provides a detailed approach that clearly addresses each of (a-c), demonstrating a good understanding of the requirement and a clear approach to identifying relevant opportunities. The Bidder demonstrates some experience in implementing similar opportunities or approaches or the Bidder demonstrates how the approach will be implemented to achieve measurable and meaningful outcomes.</li> <li>b) 15 / 20 points = The Offer provides a general approach that addresses each of (a-c), demonstrating some understanding of the requirement and an approach to identifying relevant opportunities. The Bidder demonstrates some experience in implementing similar opportunities or approaches or the Bidder demonstrates how the approach will be implemented to achieve outcomes.</li> <li>c) 10 / 20 points = The Offer clearly addresses two (2) of (a-c), demonstrating an understanding of the requirement and a clear approach to identifying opportunities.</li> <li>d) 5 / 20 points = The Offer clearly addresses one (1) of (a-c). Information may be lacking in detail.</li> <li>e) 0 / 20 points = The Offer does not clearly address the requirement or no response is provided.</li> <li>Maximum score is 20 points</li> </ul> | /20          |                                |  |  |
|      |   | RT3 - Total Maximum Point RT3 - Minimum points requ   |              | •                              |  |  |
|      |   | <u>_</u>  | Total Score: | <del>-</del>                   |  |  |

# Point Rated Technical Criteria (RT)

| Total Maximum Points Available: | 230 Points |
|---------------------------------|------------|
| Minimum points required:        | 168 Points |
| Total Score (RT1 to RT3):       |            |

# ATTACHMENT 2 TO PART 4, CHECKLIST FOR AUDIT TOPICS

# Elements of an Audit Approach and Methodology (may contain but is not limited to):

# Maximum 15 points per project submitted.

| 1.  | Approved Audit Program (1 point)   |
|-----|--|
| 2.  | Kick-off meeting (1 point)   |
| 3.  | Sampling strategy (1 point)  |
| 4.  | Resource utilization (1 point)   |
| 5.  | Terms of Reference (1 point)   |
| 6.  | Confirm findings with Project Authority (PA), regional representatives and Auditee (1 point) |
| 7.  | Finding sheets – criteria, condition, cause, effect, recommendation (2 points)               |
| 8.  | Report outline (1 point)   |
| 9.  | Audit Report (3 points)  |
| 10. | Recommendations are clear and address most significant findings (2 points)                   |
| 11. | Results of internal QA process (1 point)   |

# ATTACHMENT 3 TO PART 4, CHECKLIST FOR AUDIT PROJECT PLAN

# Elements of an Audit Project Plan (may contain but is not limited to):

Maximum 15 points per project submitted.

# **Project Plan Structure:**

(2 points if all elements are demonstrated in the Audit Project Plan; 0 points if some or no elements are demonstrated in the Audit Project Plan)

### Clear project schedule

- Key tasks identified
- o People identified
- Start and end dates
- Resource levels

# Relevant and feasible

- o All steps are relevant to audit work
- o Possible to complete

# · Standard and typical assumption

- Access to appropriate personnel
- Receive documentation in timely fashion
- o Access to systems provided

# Roles and Responsibilities:

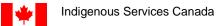
(1 point if all elements are demonstrated in the Audit Project Plan; 0 points if some or no elements are demonstrated in the Audit Project Plan)

- Clearly defined
- Specific to each team member

# **Project Baselines:**

(1 point if all elements are demonstrated in the Audit Project Plan; 0 points if some or no elements are demonstrated in the Audit Project Plan)

- · Tasks, deliverables and estimates for level of effort
- Shows which resource is doing which tasks
- Task start and end dates
- Method to manage and communicate variances



# Planning:

(3 points if all elements are demonstrated in the Audit Project Plan; 0 points if some or no elements are demonstrated in the Audit Project Plan)

- Initial meeting
- Review key background documentation
- · Kick-off meeting with auditees
- Identify and analyze frameworks, acts, policies, etc.
- Preliminary interviews
- Identify risk, areas of focus and required activity
- Determine relevant audit techniques
- Prepare audit program aligned with Terms of Reference
- · Develop testing approach for each criteria
- Seek approval of audit plan

# **Examination:**

(3 points if all elements are demonstrated in the Audit Project Plan; 0 points if some or no elements are demonstrated in the Audit Project Plan)

- · Carry out audit program
- Complete analysis
- Bring significant matters to PA and regional representatives throughout
- Liaise, coordinate and work with auditors
- Develop working papers to support conclusions
- Document preliminary findings

### Reporting:

(5 points if all elements are demonstrated in the Audit Project Plan; 0 points if some or no elements are demonstrated in the Audit Project Plan)

- Report outline
- Provide feedback and auditee comments to PA
- Final audit report with recommendations

# 4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-16), Evaluation of Price-Bid

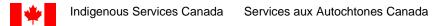
# **4.1.2.1 FINANCIAL TABLE**

The Bidder should complete this financial table and include it in its financial bid once completed. As a minimum, the Bidder must respond to this financial table by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed per diem rate (in Can \$) for each of the resource categories identified.

| Resources   | QUOTED ALL-<br>INCLUSIVE<br>PER DIEM RATE<br>(in Cdn \$) | Volumetric Data(Estimated Level of Effort) B | Total (in Cdn \$)  C= A + B |
|---|--|--|-----------------------------|
| Initial Contract Period 1 (from Contract award to | March 31, 2024)  |  |                             |
| Partner/Managing Director                         | \$   | 30 Days                                      | \$                          |
| Project Manager/Leader                            | \$   | 100 Days                                     | \$                          |
| Senior Auditor                                    | \$   | 55 Days                                      | \$                          |
| Auditor   | \$   | 30 Days                                      | \$                          |
| Junior Auditor                                    | \$   | 15 Days                                      | \$                          |
| Audit Support Specialist – Engineer               | \$   | 5 Days                                       | \$                          |
| Audit Support Specialist – Quantity Surveyor      | \$   | 5 Days                                       | \$                          |
| Total Initial Contract Period 1:                  |  |  |                             |

| Resources  | QUOTED ALL-<br>INCLUSIVE<br>PER DIEM RATE (in<br>Cdn \$)<br>A | Volumetric<br>Data(Estimated<br>Level of Effort)<br>B | Total (in Cdn \$)<br>C= A + B |
|--|---|---|-------------------------------|
| Contract Period 2 (April 1, 2024 to March 31, 2025 | 5)  |   |                               |
| Partner/Managing Director                          | \$  | 30 Days   | \$                            |
| Project Manager/Leader                             | \$  | 100 Days  | \$                            |
| Senior Auditor                                     | \$  | 55 Days   | \$                            |
| Auditor  | \$  | 30 Days   | \$                            |
| Junior Auditor                                     | \$  | 15 Days   | \$                            |
| Audit Support Specialist – Engineer                | \$  | 5 Days  | \$                            |
| Audit Support Specialist – Quantity Surveyor       | \$  | 5 Days  | \$                            |
| Total Contract Period 2:                           |   |   |                               |

| Resources  | QUOTED ALL- INCLUSIVE PER DIEM RATE (in Cdn \$) A   |          | Total (in Cdn \$)<br>C= A + B |  |
|--|---|----------|-------------------------------|--|
| Contract Period 3 (April 1, 2025 to March 31, 2026 | Contract Period 3 (April 1, 2025 to March 31, 2026) |          |                               |  |
| Partner/Managing Director                          | \$  | 30 Days  | \$                            |  |
| Project Manager/Leader                             | \$  | 100 Days | \$                            |  |



| Senior Auditor                               | \$ | 55 Days | \$ |
|--|----|---------|----|
| Auditor                                      | \$ | 30 Days | \$ |
| Junior Auditor                               | \$ | 15 Days | \$ |
| Audit Support Specialist – Engineer          | \$ | 5 Days  | \$ |
| Audit Support Specialist – Quantity Surveyor | \$ | 5 Days  | \$ |
| Total Contract Period 3:                     |    |         |    |

| Resources  | QUOTED ALL-<br>INCLUSIVE<br>PER DIEM RATE (in<br>Cdn \$)<br>A | Volumetric<br>Data(Estimated<br>Level of Effort)<br>B | Total (in Cdn \$)<br>C= A + B |
|--|---|---|-------------------------------|
| <b>Option Period 1</b> (April 1, 2026 to March 31, 2027) |   |   |                               |
| Partner/Managing Director                                | \$  | 30 Days   | \$                            |
| Project Manager/Leader                                   | \$  | 100 Days  | \$                            |
| Senior Auditor   | \$  | 55 Days   | \$                            |
| Auditor  | \$  | 30 Days   | \$                            |
| Junior Auditor   | \$  | 15 Days   | \$                            |
| Audit Support Specialist – Engineer                      | \$  | 5 Days  | \$                            |
| Audit Support Specialist – Quantity Surveyor             | \$  | 5 Days  | \$                            |
| Total Option Period 1:                                   |   |   |                               |

| Resources  | QUOTED ALL-<br>INCLUSIVE<br>PER DIEM RATE (in<br>Cdn \$) | Volumetric<br>Data(Estimated<br>Level of Effort)<br>B | Total (in Cdn \$)<br>C= A + B |
|--|--|---|-------------------------------|
| <b>Option Period 2</b> (April 1, 2027 to March 31, 2028) |  |   |                               |
| Partner/Managing Director                                | \$   | 30 Days   | \$                            |
| Project Manager/Leader                                   | \$   | 100 Days  | \$                            |
| Senior Auditor   | \$   | 55 Days   | \$                            |
| Auditor  | \$   | 30 Days   | \$                            |
| Junior Auditor   | \$   | 15 Days   | \$                            |
| Audit Support Specialist – Engineer                      | \$   | 5 Days  | \$                            |
| Audit Support Specialist – Quantity Surveyor             | \$   | 5 Days  | \$                            |
| Total Option Period 2:                                   |  |   |                               |

| Table 1 - Bid Evaluated Price (applicable taxes excluded):                | \$ |
|---|----|
| (Total Initial Contract Period 1, 2 & 3 + Total Optional Periods 1 and 2) |    |

### 4.2 Basis of Selection

- 4.2.1 SACC Manual Clause A0027T, Basis of Selection Highest Combined Rating of Technical Merit (60%) and Price (40%)
  - 1. To be declared responsive, a bid must:
    - a. comply with all the requirements of the bid solicitation; and
    - b. meet all mandatory criteria; and
    - c. obtain the required minimum of 168 points overall for the technical evaluation criteria which are subject to point rating.
      - The rating is performed on a scale of 230 points.
  - 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
  - 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
  - 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
  - 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
  - 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  - 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
  - 8. If more than one bidder is ranked first because of identical overall scores, then the bidder with the highest total technical score will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

# Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

|                         |                       | Bidder 1             | Bidder 2            | Bidder 3            |
|-------------------------|-----------------------|----------------------|---------------------|---------------------|
| Overall Technical Score |                       | 115/135              | 89/135              | 92/135              |
| Bid Evaluated Price     |                       | \$55,000.00          | \$50,000.00         | \$45,000.00         |
| Calculations            | Technical Merit Score | 115/135 x 60 = 51.11 | 89/135 x 60 = 39.56 | 92/135 x 60 = 40.89 |
|                         | Pricing Score         | 45/55 x 40 = 32.73   | 45/50 x 40 = 36.00  | 45/45 x 40 = 40.00  |
| Combined Rating         |                       | 83.84                | 75.56               | 80.89               |
| Overall Rating          |                       | 1st                  | 3rd                 | 2nd                 |

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada 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.

# 5.1 Certifications Required with the Bid

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

# 5.1.1 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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

# 5.1.2 Additional Certifications Required with the Bid

### 5.2 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 specified will render the bid non-responsive.

# 5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

# 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada (ESDC) - Labour's</a> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the <u>"FCP Limited Eligibility to Bid"</u> list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

# malgenous services canada

# 5.2.3 Additional Certifications Precedent to Contract Award

# 5.2.3.1 Status and Availability of Resources

A3005T (2010-08-16) Status and Availability of Resources

# 5.2.3.2 Education and Experience

A3010T (2010-08-16) Education and Experience

# ATTACHMENT "1" to PART 5, ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

# 1. Bid Submission Form

| BID SUBMISS  | SION FORM   |  |  |
|--|---|--|--|
| Bidder's full legal name   |   |  |  |
| Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)   | Name  |  |  |
| evaluation purposes (e.g., clarifications)   | Title   |  |  |
|  | Address   |  |  |
|  | Telephone #   |  |  |
|  | Fax #   |  |  |
|  | Email   |  |  |
| Bidder's Procurement Business Number (PBN)   |   |  |  |
| [see the Standard Instructions 2003]   |   |  |  |
| [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.] |   |  |  |
| Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)   |   |  |  |
| Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions.   | Address of proposed site or premise:  |  |  |
|  | City:   |  |  |
| [Note: Procurement Officers should delete if this requirement was not included in Part 6]  | Province:   |  |  |
|  | Postal Code:  |  |  |
|  | Country:  |  |  |
| Former Public Servants   | Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?                             |  |  |
| See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former   | Yes No  |  |  |
| Public Servant".   | If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"          |  |  |
|  | Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? |  |  |
|  | Yes No  |  |  |
|  | If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"          |  |  |

| Security | Clearance | Level | of | Bidder |
|----------|-----------|-------|----|--------|
|----------|-----------|-------|----|--------|

[include both the level and the date it was granted]

[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder

# 2. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

| For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and Social Development Canada (ESDC) – Labour's</u> website.  |
|--|
| Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)  |
| Complete both A and B.   |
| A. Check only one of the following:  |
| ( ) A1. The Bidder certifies having no work force in Canada.   |
| ( ) A2. The Bidder certifies being a public sector employer.   |
| ( ) A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act</u> .   |
| ( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.   |
| A5. The Bidder has a combined workforce in Canada of 100 or more employees; and  |
| ( ) A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour.  OR  |
| ( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour. |
| B. Check only one of the following:  |
| ( ) B1. The Bidder is not a Joint Venture.   |
| OR   |
| ( ) B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)                        |
| Name (printed):  |
| Signature:   |
| Date:  |

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses:
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.



# **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

# 7.1.2 Task Authorization

The Work or a portion of 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.

### 7.1.2.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex "D".
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ 0.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

# 7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

- 1. In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means a fixed amount of \$5,000.00.
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

# 7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

# Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task:
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

# For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

4007 (2022-12-01) Canada to Own Intellectual Property Rights in foreground information, apply to and form part of the Contract.



# 7.3 Security Requirements

- **7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
- Pursuant to the Policy on Government Security, the nature of the services to be provided under this
  contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of
  Reliability Status for the Contractor, authorized resources and any sub-contractors to be assigned to
  conduct the work.
- 2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
- 3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
- 4. The Contractor MUST NOT possess or safeguard PROTECTED information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of Protected B.
- 5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
- 6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of
- Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
- 8. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
  - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
- 9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
- 10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against His Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
- 11. The Contractor must comply with the provisions of the:
  - a) Security Requirements Agreement, attached as Annex\_C\_; and
  - b) Policy on Government Security <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578</a>

# 7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

### 7.4 Term of Contract

# 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2026 inclusive

# 7.4.3 Option to Extend the Contract

The Contractor grants to Canada 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 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.

# 7.4.4 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Maa-nulth First Nations Final Agreement
- · Tsawwassen First Nation Final Agreement
- James Bay and Northern Quebec Agreement (JBNQA)
- Eeyou Marine Region Land Claims Agreement
- Northeastern Quebec Agreement
- Nunavik Inuit Land Claims Agreement
- Newfoundland and Labrador
- Labrador Inuit Land Claims Agreement
- Gwich'in Comprehensive Land Claims Agreement
- Inuvialuit Final Agreement
- Sahtu Dene and Metis Comprehensive Land Claims Agreement
- Nisga'a Agreement
- Tlicho Land Claims Agreement
- Nunavut Land Claims Agreement
- Carcross/Tagish First Nations Final Agreement
- Champagne and Aishihik First Nations Final Agreement
- · Kluane First Nation Final Agreement
- Kwanlin Dun First Nation Final Agreement
- Little Salmon/Camacks First Nations Final Agreement
- First Nation of Nacho Nyak Dun Final Agreement
- Selkirk First Nation Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Teslin Tlingit Council Final Agreement
- Tr'ondëk Hwëch'in Final Agreement
- Vuntut Gwitchin First Nation Final Agreement

# · Tla'amin Final Agreement

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

### 7.5 Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alma Moyeda

Title: Senior Procurement and Contracting Officer

Indigenous Services Canada

Materiel and Assets Management Directorate Address: 10 Wellington St. Gatineau, QC K1A 0H4

Telephone: 819-271-6488

E-mail address: alma.moyeda@sac-isc.gc.ca

The Contracting Authority is responsible for 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 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.

# 7.5.2 Project Authority (to be inserted at contract award)

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be



reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

# 7.7 Payment

# 7.7.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

# 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada'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.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 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
  - 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.
- 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 Canada's liability.

# 7.7.3 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada; and
- (iii) the Work performed has been accepted by Canada.

# 7.7.4 T1204 - Direct Request by Customer Department

- Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

# 7.7.5 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

a) Direct Deposit (Domestic and International);

# 7.7.6 Discretionary Audit

C0705C (2010-01-11) Discretionary Audit.

# 7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 7.9 Certifications and Additional Information

# 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

# 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

# 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

# 7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4007</u> (2022-12-01) Canada to Own Intellectual Property Rights in foreground information;
- (c) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services;
- (d) Annex A. Statement of Work;
- (e) Annex B, Basis of Payment:
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, the signed Task Authorizations (including all of its annexes, if any);



(h) the Contractor's bid dated \_\_\_\_\_, (to be inserted at contract award)

# 7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor) (to be defined at contract award)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

# 7.13 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

# 7.14 Dispute Resolution

- The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- The parties agree to consult and co-operate with each other in the furtherance of the contract and (b) promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to (c) consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

# ANNEX "A" STATEMENT OF WORK

#### **SW1 TITLE**

Audit Services on Recipient Funding Arrangements for the Department of Indigenous Services Canada (ISC)

#### **SW2 OBJECTIVE**

To identify a supplier(s) and their proposed resources to work with the Chief Finances, Results and Delivery Officers (CFRDO) of ISC and CIRNAC in preparing and carrying out their respective Recipient Audit Plan in providing an acceptable level of assurance that the recipient('s):

- has met the financial and non-financial terms and conditions of the funding arrangements;
- has management practices in place to support the delivery of the program or project and the
  management of the funding arrangements throughout its life-cycle and to ensure they are adequate
  and high quality;
- compliance to terms and conditions of the funding arrangements; the program management and
  financial control practices are in place to ensure the effective delivery of programs/services activities
  funded; the recipient's management practices; and/or the integrity of any data which has been
  reported by the recipient; and,
- has developed the operational capacity required to deliver services as per the Funding Arrangements.

Indigenous Services Canada (<u>Indigenous Services Canada - https://www.canada.ca/en/indigenous-services-canada.html</u>)

In order to maximize administrative efficiency, minimize strain on Indigenous Communities and Departmental staff, it was decided that when practical both departments would work together in the Pre-Planning, Planning, Field Work and Reporting phases of Recipient Funding Arrangement' audits.

In addition to the delivery of the projects, the Contractor may be called upon, on an ad-hoc basis, to assist ISC with the development or validation of Recipient Audit methodologies or studies to meet the requirements of the Treasury Board Policy on Transfer Payments and Directive on Transfer payments.

### **SW3 BACKGROUND**

## Indigenous Services Canada (ISC)

Indigenous Services Canada (ISC) works collaboratively with partners to improve access to high quality services for First Nations, Inuit and Métis. Our vision is to support and empower Indigenous peoples to independently deliver services and address the socio-economic conditions in their communities.

ISC is one of the federal government departments responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North. ISC responsibilities are largely determined by numerous statutes, negotiated agreements and relevant legal decisions. Most of the Department's programs, representing a majority of its spending - are delivered through partnerships with Indigenous communities and federal-provincial or federal-territorial agreements (many of whom live in rural areas). ISC also works with urban Indigenous people, Métis and Non-Status Indians through the Métis and Non-Status Indians Relations Directorate

ISC supports indigenous people (First Nations, Inuit and Métis) and Northerners in their efforts to:

- improve social well-being and economic prosperity;
- · develop healthier, more sustainable communities; and



 participate more fully in Canada's political, social and economic development - to the benefit of all Canadians.

## ISC - Transfer Payments Advisory Services (TPAS)

TPAS is responsible and accountable to the ISC CFRDO for providing, functional direction, interpretation, guidance and training with respect to the application of the Recipient Audit Directive and the approaches, processes, specifications, supporting tools and standards to be used in the application of the Directive;

- providing support and challenge function on the recommendations of Recipient Audits by the Transfer Payment delivery sectors;
- developing / updating the risk-based departmental Recipient Audit Plan;
- assisting in the identification of instances where single audits are appropriate and feasible;
- scoping Recipient Audits based on the specific risk profiles and circumstances of the recipients targeted;
- selecting an independent auditor to undertake a Recipient Audit for the department and communicating to the auditor the scope of the Recipient Audit to be undertaken, the standards to be followed and the nature of the report to be provided to the department;
- monitoring, on behalf of the CFRDO, compliance with the Directive on Recipient Audit.

TPAS also provides advisory and support services through policies, directives and other activities, including the:

- Development of Guidelines, and Best Practices
- Establishment of Funding Arrangements Service Standards
- First Nations and Inuit Transfer Payment System Management
- Integrated Management Control Framework for Grants
- National Monitoring, Compliance and Reporting
- National Oversight on Grants
- Recipient Audit Plan
- National Transfer Payment Management Training

#### **SW4 DESCRIPTION OF RESOURCE CATEGORIES**

## 4.1 Partner/Managing Director

May be the owner of the firm. The resource exercises project sign-off authority on behalf of the Contractor, and oversees and assures the quality of work of the Project Managers/Leaders responsible for individual projects. Negotiates the final agreement for the Work on behalf of the firm. Supervises the creation, development and implementation of significantly new or modified audit approaches to solve problems and obtains approval from the Project Authority for their application. Reports progress of the project on an as needed basis and at key milestones in the life cycle. Meets with senior level auditees, as required, to outline audit objectives and approaches, to gather key perspectives, and to present audit observations and recommendations.

## 4.2 Project Manager/Leader

Manages the project team during the planning, implementation and reporting phases of the audit Work. Ensures that resources are made available and that the project is developed and is fully implemented within agreed time, cost and performance parameters of the Contract. Determines budgetary requirements, the composition, roles and responsibilities and deadlines for the project team. Defines and documents the objectives and scope for the project. Identifies problems impeding successful completion of the project and proposes, develops and implements significantly new or modified audit approaches to solve them. Reports progress of the project to the Project Authority on an ongoing basis and at scheduled points in the life cycle. Meets with auditee management to outline audit objectives and approaches, to



gather key perspectives, and to present audit observations and recommendations. Prepares plans, charts, tables and diagrams to assist in presenting or displaying observations and recommendations.

#### 4.3 Senior Auditor

Develops and designs approaches and programs for significant segments of projects. Participates in the development of the overall plan and strategy for specific projects. Carries-out, or supervises auditors and junior auditors in the performance of project tasks according to approved programs or plans. Prepares and presents project observations and recommendations to the Project Manager/Leader for approval. Presents observations and findings from work completed to the Project Authority and to auditees. Drafts and revises audit reports.

#### 4.4Auditor

Participates in the planning, conducting and reporting phases of the projects. Organizes and conducts project tasks according to approved programs or plans. Drafts portions of, or content leading to, drafts and final reports, including audit observations, conclusions and recommendations. Presents oral briefings and debriefings to auditees on assigned segments of projects.

#### 4.5 Junior Auditor

Conducts assigned tasks. Normally supports resources provided by the Contractor where there is a justified requirement for audit tests or other support activities not requiring the level of qualification or expertise associated with the other resource categories.

## 4.6 Audit Support Specialist

The resource provides specialized knowledge and advice in support of the audit work being done by those in one or more professional categories described above. Depending on the nature of the requirement, audit support specialists may include but not limited to experts in areas such as information technology or management, data recovery and reconstruction specialist, specific expertise related to health, emergency management assistance, contaminated sites, education, the environment or engineering, etc.

## 4.6.1 Audit Support Specialist - Engineer

Review infrastructure project plans and civil/structural design drawings, conducts construction site reviews to validate the achievement of civil/structural construction milestones and writes summary reports with observations, findings, and recommendations from work completed for the Reporting and Monitoring Manager.

# 4.6.2 Audit Support Specialist - Quantity Surveyor

Responsible for managing all aspects of the contractual and financial side of construction projects. The Quantity surveyor will help to ensure that the construction project is completed within its projected budget. Quantity surveyors are also hired by contractors to help with the valuation of construction work for the contractor, help with bidding and project budgeting, and the submission of bills to the client.

# SW5 SCOPE OF SERVICES

The Contractor is required to conduct a series of audits of funding arrangements outlined in the ISC Recipient Audit plan as well as any related ad hoc services. These services must be able to be rendered on a concurrent basis. These Recipient Audits will take place across Canada. The Contractor is required to prepare and produce an audit report for each of the identified funding arrangements using the Sample Draft Audit Report provided by ISC Project Authority. The Contractor must provide Quality Assurance for



the draft final audit reports prepared and must deliver the draft audit reports to the Project Authority no later than 30 calendar days after completion of the on-site audit work.

## 5.1 Recipient Audits

Recipient Audits will be comprised of four basic phases as determined in each Task Authorization:

Phase I – Pre-Planning Phase II – Planning Phase II – Field Work Phase IV – Reporting

## 5.2 Minimum Mandatory Qualifications and Experience for the Resource Categories

The following are the minimum mandatory requirements that must be met by the Contractor's personnel identified under each applicable resource category for work to be performed under this Stream. For the Experience requirements, the applicable period during which experience must fall within (e.g. "within the past x years\*,...") should be identified in the solicitation documents for the bid solicitation phase and/or be from the date the resource is being proposed to be added to a contract after contract award.

The experience of the proposed resources must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

## 5.2.1 Partner/Managing Director

Education/Professional Qualifications:

Professional Designation in any one of the following: Chartered Professional Accountant (CPA), Chartered Accountant (CA), Certified Management Accountant (CMA), Certified General Accountant (CGA), Certified Internal Auditor (CIA) or Certified Government Auditing Professional (CGAP); **AND** Hold a degree from a recognized university **AND** 

#### Experience:

Within the past ten (10) years\*:

must have a minimum of eight (8) cumulative years of audit experience;

## **AND**

 must have demonstrated knowledge and experience the ISC/CIRNAC audit context under devolution mandate.

## 5.2.2 Project Manager/Leader

Education/Professional Qualifications:

Professional Designation in any one of the following: CPA, CA, CMA, CGA, CIA or CGAP; **AND** Hold a degree from a recognized university **AND** 

#### Experience:

Within the past ten (10) years\*:

- must have a minimum of six (6) cumulative years of audit experience;
- must have a minimum of two (2) cumulative years of experience in leading projects relevant to the Stream; **AND**



Within the past five (5) years\*:

 must have experience in completing a minimum of two (2) audit report projects for a Canadian Federal Government Department, Agency or Crown Corporation and aimed at Indigenous Communities.

#### 5.2.3 Senior Auditor

• Education/Professional Qualifications:

Professional Designation in any one of the following: CPA, CA, CMA, CGA, CIA or CGAP; **AND** Hold a degree from a recognized university (identify university as per paragraph 5.0 above); **AND** 

#### Experience:

Within the past ten (10) years\*, must have a minimum of three (3) cumulative years of audit experience OR a minimum of three (3) cumulative years in managing transfer payments; **AND** 

Must have experience in completing a minimum of two (2) audit report projects for Canadian federal government client and aimed at Indigenous Communities during the period beginning 5 years prior to prior to the bid posting date.

#### 5.2.4 Auditor

Education/Professional Qualifications:

Professional Designation in any one of the following: CPA, CA, CMA, CGA, CIA or CGAP; **OR** a degree/diploma from a recognized university (see note above) relevant to the Stream and/or the Statement of Work; **AND** 

Experience:

Within the past ten (10) years\*, must have a minimum of two (2) cumulative years of audit experience; **AND** 

Must have experience in completing a minimum of two (2) audit report projects for Canadian federal government client and aimed at Indigenous Communities during the period beginning 5 years prior to prior to the bid posting date.

#### 5.2.5 Junior Auditor

Education/Professional Qualifications:

Education/Professional Qualifications: Must be in the process of obtaining a degree/diploma from a recognized university (see Note above), which is relevant to the Stream and/or the Statement of Work.

## 5.2.6 Audit Support Specialist - Engineer

Education/Professional Qualifications:

Education/Professional Qualifications: Must have a Certification as a professional engineer in Canada; **AND** 

Hold a degree from a recognized university in Engineering.

Experience:

Within the past ten (10) years\*, must have a minimum of two (2) cumulative years of Professional Engineer work experience.

### 5.2.7 Audit Support Specialist – Quantity Surveyor

## Education/Professional Qualifications:

Education/Professional Qualifications: Must have a Certification as a professional Quantity Surveyor in Canada; **AND** 

Hold a degree from a recognized university in an appropriate field of study.

#### Experience:

Within the past ten (10) years\*, must have a minimum of two (2) cumulative years of Quantity Surveyor work experience.

## **SW6 TASKS**

On award of the Task Authorization (TA), the Project Authority will schedule a meeting with the selected supplier (s) before starting field work, in order to obtain information, and, to review the scope and the objective of the TA and which audit will be assigned to them. This meeting is an opportunity for the Project Authority, Program Managers to ensure that the Contractor fully understands the context of the work that will be required over the upcoming year.

The Contractor must identify one named resource, who will be required to:

- be the first point of contact to the Regional and Departmental Coordinator;
- oversee the process of the audit; and
- ensure that the recipient audit quality control occurs throughout the planning, executing and reporting stages of the audit.

#### 6.1 Coordination

The ISC Risk-based Audit Plan is updated annually by the Chief Finances, Results and delivery officer (CFRDO). The CFRDO sector will consult their respective Assessment and Investigations Services Branch in order to avoid any overlaps or duplication with the implementation of the Departmental Recipient Audit plan.

The Departmental Recipient Audit Plan is used by all Regions and HQ Program Sectors to coordinate the scheduling and conduct of audits and to coordinate with other sectors and government funders to ensure a "single Recipient audit" approach is taken in all situations wherever possible.

It will be very important to work closely with the region and TPAS throughout the audit process. In addition, regular email communication with TPAS will also be important, a minimum of three (3) times per month.

#### 6.2 Conduct Recipient Audit

## **Recipient Audit Scope**

The scope of a Recipient Audit is to provide an independent and objective assessment over the compliance with the provisions of the funding agreement including claims for funding, and to assess the adequacy and quality of the management practices the Recipient has in place to support the delivery of the program/project and the management of the funding agreement throughout its lifecycle. A Recipient



Audit is not intended to address program outcomes. Recipient Audits will also identify where additional capacity development may be required.

The scope of a Recipient Audit may address any or all financial and non-financial aspects of the funding agreement during a specified period. The specific scope of each audit will be defined with the TA and will note whether the audit will include funding provided by ISC, CIRNAC, and/or other federal departments if specifically requested, and for which specified fiscal years.

Expenditures using funding provided by provinces, other funders and revenue sources are excluded from the Recipient Audit as are unrelated activities of the Recipient.

#### **Conduct audits**

The Contractor and proposed staff will conduct the audit in accordance with the terms of reference, scope and time lines agreed to before the start of the audit. It is expected that the conduct of the audits will follow a path that includes the following phases:

# Pre-Planning phase – Tasks (may be comprised, but not limited to):

Meet with the Project Authority to confirm the scope and objectives of the audit, to identify any concerns and to request that the recipient be advised of the upcoming audit;

## Planning phase – Tasks (may be comprised, but not limited to):

During this phase the auditor plans and prepares for the engagement. Audit planning is defined as developing a general strategy and a detailed approach for the expected nature, extent, and timing of the audit. The planning phase may include:

- securing background documentation. This may include funding arrangements and amendments, financial reports tabled by the recipient for the period to be audited, program and compliance review reports and their relevant correspondence and any other material that would be helpful in the conduct of the audit:
- communicating with the Project Authority and recipient to confirm the terms of reference of the audit and the timing of the field work (at the recipient's place of business) and request electronic copies of the financial and other records supporting the reports submitted to ISC;
- developing the audit program, obtaining approval of audit program, including the lines of evidence, scope of the field work and the table of contents for the audit report;
- developing questionnaires and other instruments for data collection (e.g., management framework questionnaire); and selecting the specific transactions (transaction sample) to be audited.

#### Fieldwork phase - Tasks (may be comprised, but not limited to)

During this phase spent with the recipient, the auditor examines the transactions selected for the audit. The work may include the following steps:

- administering and completing with the recipient the questionnaires and other instruments for data collection;
- examining the documentation supporting the transactions selected. Primary lenses for the
  examination are: eligibility (of expenses); payments made; timing of these expenses; and
  reasonableness of expenses incurred;
- based on information obtaining, the auditor may choose to expand or modify the transaction sample to be audited; and
- debriefing the recipient on key findings. Typically this is an oral debrief, and no written matter will be left with the recipient.

## Reporting phase - Tasks (may be comprised, but not limited to)



During this phase the auditor prepares and submits the Recipient Audit report (draft and final) to the CFRDO/departmental authority. The work will include the following steps:

- preparing a draft Recipient Audit report;
- submitting the draft Recipient Audit report to TPAS for initial review;
- the auditor will update the draft report;
- discussing the draft report findings with Regions / Program Sectors as appropriate;
- amending the draft report to include any corrections and new recipient information, if warranted;
- resubmitting the new draft report to TPAS; and
- · remitting the audit file to TPAS.

#### **SW7 CLIENT SUPPORT**

At the outset of the contract, the Project Authority will provide relevant background information and access to data. Every attempt will be made throughout the course of the contract to provide additional information requested by the Contractor, if deemed relevant to the project. In addition, the Project Authority will be available to respond to inquiries from the contractor. The contractor will be provided with access to the Project Authority and staff as required (minimum weekly) and to necessary documents from relevant working groups/committees as deemed relevant by the Project Authority. Department internal Resources and Subject Matter Experts will be available as the Project Authority deems required.

#### SW8 DELIVERABLES and ASSOCIATED SCHEDULE

Recipient and funding arrangements Audit Deliverables (may comprised of but not limited to)

- Recipient Audit Terms of Reference.
- Recipient Audit Planning Document, including Detailed Audit Program(s).
- Recipient Audit Findings Sheets.
- Recipient Audit Working Papers.
- Recipient Draft Report:
  - o Due no later than 30 calendar days after the completion of the on-site audit work.
  - The draft Audit Report may be resubmitted to the Contractor for corrections. The turnaround time
    must be no longer than 10 working days for the Contractor to resubmit the draft Audit Report to the
    Project Authority.
- Summary Audit Action Report.
- Bi-Monthly Status Reports.
- Management briefing materials, as requested by the Project Authority and /or his designate.
- · Ad hoc Services.
- Add deliverables if applicable.

ISC may publicly disclose the auditor report or summary of report produced by TPAS as per their respective funding arrangements clause 14.12.1 and Reporting Guide.

### **SW9 OFFICIAL LANGUAGES**

Some audits may require bilingual resources. When the situation arises, Suppliers will be requested to certify, before task issuance, the ability of the personnel to work in both or either official language (English and French).

## **SW10 WORK LOCATION**

The work will be performed in Canada on the Contractor's premises, on the recipient's premises or in other commercial premises as required, and will be specified in each Task Authorization.

#### **SW11 TRAVEL**

Travel may be required. Travel may be in all parts of Canada to support audit work. The exact travel locations will be outlined in the Task Authority request.

All expenses (travel & living) must be approved by the Project Authority in writing prior to them being incurred by the Contractor. Failure to do so may result in the Contractor not being reimbursed for the expenses claimed (refer to Annex B - Basis of Payment).

## **Comprehensive Land Claims Agreements**

Some of the locations in which the Offeror may be required to perform work or deliver services are within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

- Maa-nulth First Nations Final Agreement
- Tsawwassen First Nation Final Agreement
- James Bay and Northern Quebec Agreement (JBNQA)
- Eeyou Marine Region Land Claims Agreement
- Northeastern Quebec Agreement
- Nunavik Inuit Land Claims Agreement
- Labrador Inuit Land Claims Agreement
- Gwich'in Comprehensive Land Claims Agreement
- Inuvialuit Final Agreement
- Sahtu Dene and Metis Comprehensive Land Claims Agreement
- Nisga'a Agreement
- Tlicho Land Claims Agreement
- Nunavut Land Claims Agreement
- Carcross/Tagish First Nations Final Agreement
- Champagne and Aishihik First Nations Final Agreement
- Kluane First Nation Final Agreement
- Kwanlin Dun First Nation Final Agreement
- Little Salmon/Camacks First Nations Final Agreement
- First Nation of Nacho Nyak Dun Final Agreement
- Selkirk First Nation Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Teslin Tlingit Council Final Agreement
- Tr'ondëk Hwëch'in Final Agreement
- Vuntut Gwitchin First Nation Final Agreement
- Tla'amin Final Agreement

#### **SW12 ACCESSIBILITY**

In discussion with the Project Authority and on an as requested basis only, the Contractor shall provide audit reports in an accessible or alternate format.

#### **SW13 ENVIRONMENTAL CONSIDERATIONS**

In April 2006, Canada issued the <u>Policy on Green Procurement</u> directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process.

To assist Canada in reaching its objectives, Suppliers should:

Submit documents electronically i.e. invoices, Task Authorizations, draft and final reports and etc.;



- Use electronic signatures to reduce paper consumption i.e Task Authorizations, Contract and Contract Amendment documents and etc.;
- Limit the number of hard copies of documents during the contract period; and
- Use paper that is certified as originating from a sustainably managed forest and/or has a minimum of 30% recycled content, when hard copies of documents are used.

### **SW14 SOURCE REFERENCES**

All relevant documents held by ISC and/or other sources:

- ISC CIRNAC Recipient Audit Directive
- CFRDO Recipient Audit Guide
- CFRDO Recipient Audit Covid Guidance
- CFRDO Recipient Audit Standard Operating Procedure (SOP)
- CFRDO Recipient Audit Selection Guideline
- TB Policy Suites on Transfer Payments
- TB Directive on Transfer Payments
- TB Guideline on Recipient Audit
- TB Policy on Internal Audit
- TB Policy on Internal Control
- Canadian Auditing Standards
- Financial Administration Act (FAA)
- Institute of Internal Auditors Standards (IIA)
- Chartered Professional Accountant Handbook (CPA Handbook)

# ANNEX "B" BASIS OF PAYMENT

# **A. Initial Contract Period**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

## 1. Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

| Category                                     | Resource Name            | All-inclusive Per Diem<br>Rate (in CND\$) |
|--|--------------------------|---|
| Initial Contract Period 1 (from Contract     | award to March 31, 2024) |   |
| Partner/Managing Director                    |                          |   |
| Project Manager/Leader                       |                          |   |
| Senior Auditor                               |                          |   |
| Auditor                                      |                          |   |
| Junior Auditor                               |                          |   |
| Audit Support Specialist – Engineer          |                          |   |
| Audit Support Specialist – Quantity Surveyor |                          |   |

| Category                                     | Resource Name | All-inclusive Per Diem<br>Rate (in CND\$) |
|--|---------------|---|
| Contract Period 2 (April 1, 2024 to March    | h 31, 2025)   |   |
| Partner/Managing Director                    |               |   |
| Project Manager/Leader                       |               |   |
| Senior Auditor                               |               |   |
| Auditor                                      |               |   |
| Junior Auditor                               |               |   |
| Audit Support Specialist – Engineer          |               |   |
| Audit Support Specialist – Quantity Surveyor |               |   |

| * |  | Indigenous Services | Canac |
|---|--|---------------------|-------|
|---|--|---------------------|-------|

| Category                                     | Resource Name | All-inclusive Per Diem<br>Rate (in CND\$) |
|--|---------------|---|
| Contract Period 3 (April 1, 2025 to March    | n 31, 2026)   |   |
| Partner/Managing Director                    |               |   |
| Project Manager/Leader                       |               |   |
| Senior Auditor                               |               |   |
| Auditor                                      |               |   |
| Junior Auditor                               |               |   |
| Audit Support Specialist – Engineer          |               |   |
| Audit Support Specialist – Quantity Surveyor |               |   |

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

| Total Estimated Cost of Professional Fees: | (to be inserted at contract award) |
|--|------------------------------------|
|  |                                    |

## 2. Cost Reimbursable Expenses

# 2.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described in the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (http://lawslois.justice.gc.ca/eng/acts/N-4/), at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (https://www.njc-cnm.gc.ca/directive/d10/en) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

| Total Estimated Cost of Authorized Travel and Living Expenses: | (to be inserted at contract award) |
|--|------------------------------------|
|  |                                    |

#### 1. Totals

| Total Estimated Cost – Initial Contract Period: | (to be inserted at contract award) |
|---|------------------------------------|
|   |                                    |

# **B.** Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

# 1. Extended Contract Period 1 (Optional Period 1)

| Category                                     | Resource Name | All-inclusive Per Diem<br>Rate (in CND\$) |
|--|---------------|---|
| Option Period 1 (April 1, 2026 to March 3    | 31, 2027)     |   |
| Partner/Managing Director                    |               |   |
| Project Manager/Leader                       |               |   |
| Senior Auditor                               |               |   |
| Auditor                                      |               |   |
| Junior Auditor                               |               |   |
| Audit Support Specialist – Engineer          |               |   |
| Audit Support Specialist – Quantity Surveyor |               |   |

# 2. Extended Contract Period 2 (Optional Period 2)

| Category                                     | Resource Name | All-inclusive Per Diem<br>Rate (in CND\$) |
|--|---------------|---|
| Option Period 2 (April 1, 2027 to March 3    | 31, 2028)     |   |
| Partner/Managing Director                    |               |   |
| Project Manager/Leader                       |               |   |
| Senior Auditor                               |               |   |
| Auditor                                      |               |   |
| Junior Auditor                               |               |   |
| Audit Support Specialist – Engineer          |               |   |
| Audit Support Specialist – Quantity Surveyor |               |   |



# ANNEX "C" **SECURITY REQUIREMENTS CHECK LIST**

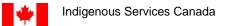
Affaires autochtones et Développement du Nord Canada Northern Development Canada

Contract Number / Numéro du contrat 1000250373 Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION  | PARTIE A – INFORM                        | IATION    | CONTRAC                                 | TUELLE           |                          |           |                      |              |                    |             |            |
|--|--|-----------|---|------------------|--------------------------|-----------|----------------------|--------------|--------------------|-------------|------------|
| Branch / Sector / Directorate / Region<br>Direction générale / Secteur / Direction   |  |           | 2. Contract                             | type / Ty        | pe de contrat            |           |                      |              |                    |             |            |
| CFRDO/TPCRS/TPAS/NCR   | n / Region                               |           | Non-Compe<br>Type :                     | etitive / No     | n-compétiftif            |           | Competitiv<br>Type : | re / Con     | npétitif           | $\boxtimes$ |            |
| 3. Brief Description of Work / Brève desc<br>Recipient Audit Contractors to provie au  |  |           | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |                  |                          |           |                      |              |                    |             |            |
| 4. Contract Amount / Montant du contrat<br>2,048,854.50  |  |           |   |                  |                          |           | ompetitive cor       |              |                    |             | :          |
| 5. Contract Stort and End date / Date de<br>Upon awarded to / au 2026-03-3   |  |           |   |                  |                          |           |                      |              |                    |             |            |
| 7. Will the supplier require / Le fournisse  | eur aura-t-ill:                          |           |   |                  |                          |           |                      |              |                    |             |            |
| <li>7.1 access to PROTECTED and/o accès à des renseignements or</li>   |  |           |   | u CLASSI         | F <b>I</b> ÉS?           |           |                      | <u>\$</u> .1 | No<br>Non          | X           | Yes<br>Oui |
| 7.2 an access card to AANDC pre-<br>besoin d'une carte d'accès aux   |  |           |   |                  |                          |           |                      |              | No<br>Non          | $\boxtimes$ | Yes<br>Oui |
| 7.3 access to the departmental co-<br>accès au réseau informatique   |  |           |   |                  |                          |           |                      | $\boxtimes$  | No<br>Non          |             | Yes<br>Oui |
| (If the answer is No to all three qu   | uestions, go to Part D                   | / Si la   | réponse es                              | st <i>Non</i> au | x trois quest            | ions, al  | lez à la Partie      | ) D)         |                    |             |            |
| PART B - SAFEGUARDS OFF-SITE (C  | OMPANY) / PARTIE B                       | - MES     | SURES DE F                              | PROTECT          | ION À L'EXT              | ÉRIEUF    | (COMPAGN             | IE)          |                    |             |            |
| PHYSICAL INFORMATION / ASSETS  | / RENSEIGNEMEN                           | NTS MA    | ATÉR <b>I</b> ELS /                     | BIENS            |                          |           |                      |              |                    |             |            |
| Will the supplier be required to receive     Le fournisseur sera-t-il tenu de recevo   |  |           |   |                  |                          |           |                      |              | No<br>Non          | $\boxtimes$ | Yes<br>Oui |
| INFORMATION TECHNOLOGY (IT) ME   | DIA / SUPPORTI                           | RELAT     | IF À LA TEC                             | CHNOLOG          | GIE DE L'INFO            | ORMAT     | ON (TI)              |              |                    |             |            |
| 9.1 Will the supplier be required to use it information? Le fournisseur sera-t-il tenu d'utiliser électroniquement des renseignemen  | ses propres ordinateur                   |           | -                                       |                  |                          |           |                      |              | No<br>Non          | $\boxtimes$ | Yes<br>Oui |
| 9.2 Will the supplier be required to electr Le fournisseur sera-t-il requis de tran d'autres parties?  | onically transmit sensit                 |           |   |                  |                          |           |                      |              | No<br>Non          | $\boxtimes$ | Yes<br>Oui |
| If yes, specify: / Si oui, spécifiez :   |  |           |   |                  |                          |           |                      |              |                    |             |            |
| a) Email transmission / Transmiss  | ion par courrier électro                 | nique :   |   |                  |                          |           |                      |              | No<br>Non          | $\boxtimes$ | Yes<br>Oui |
| b) Other transmission (Secure FTF  | P, Collaboration, etc) /                 | Autre ti  | ransmission                             | (FTP séc         | urisé, collabo           | ration, e | etc):                |              | No<br>Non          | $\boxtimes$ | Yes<br>Oui |
| <ul><li>c) Remote access required to AAN<br/>(VPN, Citrix) :</li></ul>   | IDC network (VPN, Cit                    | rix) / Be | esoin de cor                            | nnexion à        | distance au re           | éseau d   | AADNC                | $\boxtimes$  | No<br>Non          |             | Yes<br>Oui |
| 9.3 Will the supplier be required to safeg<br>Le fournisseur sera-t-il tenu de proté   |  |           |   | MSEC* ?          |                          |           |                      | $\boxtimes$  | No<br>Non          |             | Yes<br>Oui |
| * Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécure) |  |           |   |                  |                          | 3         |                      |              |                    |             |            |
| 10. SUMMARY CHART / TABLEAU RÉ   |  | o, ypiog  | партне, сете                            | on to not tele   | copieur secur            | · · · ·   |                      |              |                    |             |            |
| Category   | Please refer to question :               | PR        | OTECTED / PR                            | OTÉGÉ            |                          |           | ASSIFIED / CLASS     |              |                    |             | ⊐          |
| Catégorie  | Veuillez vous référer à la<br>question : | Α         | В                                       | С                | CONFIDENTI<br>CONFIDENTI | AL<br>EL  | SECRET               | TE           | OP SECF<br>RÈS SEC | RET<br>RET  |            |
| Information /Assets Renseignements/Biens Information /Assets (off site)  | 7.1                                      | X         |   |                  |                          |           |                      |              |                    |             | 4          |
| Renseignements/Biens (extérieur)  IT Information /Assets (off site)  | 8  | X         |   |                  |                          |           |                      | ₩            | <u> </u>           |             | 4          |
| Renseignements/Biens TI (extérieur)  | 9.1                                      |           |   |                  |                          |           | Ш                    |              |                    |             | _          |
| Transmission TI - courriel IT Transmission - other   | 9.2 a)<br>9.2 b)                         | X         |   |                  |                          |           |                      |              |                    |             |            |
| Transmission TI - autre<br>Remote Access to Network  | 9.2 b)<br>9.2 c)                         |           |   |                  |                          |           |                      |              |                    |             |            |
| Connexion à distance au réseau<br>COMSEC   | 9.3                                      | H         | 1 🖯                                     |                  |                          |           |                      |              |                    |             | -          |
| -  |  |           |   |                  |                          | •         |                      |              |                    |             |            |

| 11.1 Personnel Security Screening Level Required:<br>Niveau d'enquête de la sécurité du personnel requis :   | N/A /<br>Non requis | Reliability/<br>Fiabilité | Confidential/     | Secret          | Top Secret/<br>Très secret |
|--|---------------------|---------------------------|-------------------|-----------------|----------------------------|
| 11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? |                     |                           |                   | Yes<br>Oui      | N/A /<br>Non requis        |
| 12. Will the documentation attached to this SRCL be PROTEC<br>La documentation associée à la présente LVERS sera-t-ell                                 |                     |                           | No Non            | Yes<br>Oui      |                            |
| Government Gouvernement  |                     |                           | Contra            | ct Number / Num | néro du contrat            |
| ■ ▼ ■ of Canada du Canada  |                     |                           | 1<br>Security Cla | 000250373       | sification de sécurité     |
|  |                     |                           |                   | onoidosinod     |                            |



# Security Requirements Agreement

| Company name:   |             |
|---|-------------|
| Requisition number/ Request for proposal: <u>100025</u> | <u>0373</u> |
| Contract:   |             |

## 1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

## 1.1 Physical Safeguards:

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

|           | Protected A                               | Protected B                               |
|-----------|---|---|
| Container | Key locked container                      | Dial lock container                       |
| Facility  | Restricted access room within office/home | Restricted access room within office/home |

#### **Definitions:**

<u>Protected information</u>: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

<u>Protected A</u>: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

<u>Protected B</u>: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

#### 1.2Transportation

## 1.2.1 <u>Transportation of Paper Records:</u>

- Protected documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.



## 1.2.2 Prevention Tips While in Transit:

- · Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- · Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- · Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

#### 1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the
  conference room has the proper security screening level, the need-to-know and that the door is
  closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss Sensitive
  matters.

## 2. IT Security Requirements

Production and storage of **Protected** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

### 2.1 Electronic Storage

- Store Protected electronic documents on encrypted removable media (USB key) that use approved
  Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media
  device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does
  not meet these requirements. <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm</a>)
- Select strong passwords for your encrypted USB keys. The level of protection provided by such
  devices is directly related to the strength of the password chosen.

### 2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006 Departmental data



must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm for a list of certified devices); and

Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

## 2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

| Classification<br>Level | CIRNAC/ISC Approved Transmission Methods | Requirements  |
|-------------------------|--|---|
| Protected A             | Email                                    | The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:   |
|                         |  | The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);  |
|                         |  | Each user has their own corporate e-mail account which is protected with a username and password; and   |
|                         |  | Email server communication is protected with TLS encryption.  |
|                         | Fax                                      | The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:   |
|                         |  | <ul> <li>The sending fax machine is located on the contractor's premises;</li> </ul>  |
|                         |  | The sender contacts the recipient to confirm fax number<br>and advise recipient of incoming fax;  |
|                         |  | Recipient is present at the fax machine ready to receive fax; and   |
|                         |  | Sender obtains confirmation from sender of receipt.   |
|                         | Wireless<br>Communications               | If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards: |
|                         |  | <ul> <li>The administrator user name and password must be<br/>changed from their default values;</li> </ul>   |
|                         |  | <ul> <li>The network name (SSID) has been changed from its<br/>default value; and</li> </ul>  |
|                         |  | WPA2 encryption with an AES algorithm enabled and the   |



|             |                                      | passphrase meets the following complexity requirements:   |
|-------------|--------------------------------------|---|
|             |                                      | <ul> <li>Must be 8 characters or longer;</li> </ul>   |
|             |                                      | Have at least one upper case character;   |
|             |                                      | Have at least one lower case character;   |
|             |                                      | Have at least one numeric character; and  |
|             |                                      | Have at least one allowed special character   |
|             | Energy and                           | The Contractor can transmit Protected B Data to CIRNAC/ISC  |
| Protected B | Encrypted and Digitally Signed eMail | personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:  |
|             |                                      | <ul> <li>The e-mail account is not a publically accessible web-mail<br/>based service (ex: hotmail, yahoo mail, gmail etc);</li> </ul>  |
|             |                                      | <ul> <li>Each user has their own corporate e-mail account which is<br/>protected with a username and password;</li> </ul>   |
|             |                                      | <ul> <li>The contractor has an approved Public Key Infrastructure<br/>(PKI) certificate that is compatible with the Government of<br/>Canada (GoC) PKI services; and</li> </ul> |
|             |                                      | <ul> <li>Entrust software is installed on the contractor's PC/laptop<br/>and utilized to encrypt the email using the following<br/>settings:</li> </ul>                         |
|             |                                      | <ul> <li>One of the following encryption algorithms is used:</li> </ul>   |
|             |                                      | <ul> <li>3DES-168 Bit or higher</li> </ul>  |
|             |                                      | <ul> <li>AES-128 Bit or higher</li> </ul>   |
|             |                                      | Digitally signed with one of the following algorithms:  |
|             |                                      | <ul> <li>RSA (Rivest, Shamir, Adleman)</li> </ul>   |
|             |                                      | <ul> <li>DSA (Digital Signature Algorithm)</li> </ul>   |
|             |                                      | <ul> <li>ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul>  |
|             |                                      | <ul> <li>One of the following Hash functions is used in the<br/>generation of digital signatures:</li> </ul>  |
|             |                                      | ● SHA-224   |
|             |                                      | ● SHA-256   |
|             |                                      | ● SHA-384   |
|             |                                      | ● SHA-512   |
|             | Wireless                             | If a wireless access point is installed on the contractor's   |
|             | Communications                       | premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:             |
|             |                                      | <ul> <li>The administrator user name and password must be changed from their default values;</li> <li>The network name (SSID) has been changed from its</li> </ul>              |
|             |                                      | default value; and  |
|             |                                      | <ul> <li>WPA2 encryption with an AES algorithm enabled WPA2</li> </ul>  |



|   | encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:  |
|---|---|
|   | <ul> <li>Must be 12 characters or longer;</li> </ul>  |
|   | <ul> <li>Have at least one upper case character;</li> </ul>   |
|   | <ul> <li>Have at least one lower case character;</li> </ul>   |
|   | <ul> <li>Have at least one numeric character; and</li> </ul>  |
|   | <ul> <li>Have at least one allowed special character</li> </ul>   |
| CIRNAC/ISC<br>Secure File<br>Exchange Service | The Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File Exchange service as long as following requirements are met:                                     |
|   | <ul> <li>A personally identifiable unique username and password is<br/>assigned to the user by CIRNAC/ISC; and</li> </ul>   |
|   | <ul> <li>The contractor has read and agrees to abide to the Secure<br/>File Exchange Acceptable Use Policy (See annex 1 of<br/>security requirement agreement)</li> </ul> |
| CIRNAC/ISC<br>Collaboration<br>Service        | The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met:  |
|   | <ul> <li>A personally identifiable unique username and password is<br/>assigned to each user by CIRNAC/ISC.</li> </ul>  |
| Fax   | The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:   |
|   | <ul> <li>The sending fax machines is located on the contractor's premises;</li> </ul>   |
|   | <ul> <li>The sender contacts the recipient to confirm fax number<br/>and advises recipient of incoming fax;</li> </ul>  |
|   | <ul> <li>Recipient is present at the fax machine ready to receive<br/>fax; and</li> </ul>   |
|   | Sender obtains confirmation from sender of receipt.   |

## 3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

## 4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

#### Annex 1

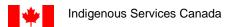
Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service

## **Acceptable Use Policy**

You have been granted access to the Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will <u>accommodate sensitive information up to, and including, Protected B.</u>
   Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system <u>will not</u> be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not
  intended for public use. This is intended to reduce the likelihood that user credentials or other
  sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

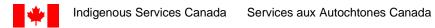


# **SECURITY AGREEMENT**

| I,     | (Contractor) and authorized resources will fulfill the duties as contractor  |
|--------|--|
| worki  | ng under the contract, as set out below, to the best of our abilities.   |
| 1.     | Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.   |
| 2.     | Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC. |
| 3.     | Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.   |
| 4.     | Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.   |
| I, the | undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:   |
|        | ractor: T NAME:  |
| SIGN   | ATURE:   |
| DATE   | ≣:   |
| CIRN   | AC/ISC Project Authority:  |
| PRIN   | T NAME:  |
| SIGN   | ATURE:   |
| DATE   | E:   |

# ANNEX D, TASK AUTHORIZATION FORM

| Task Authorization Number and Recipient Name  Contractor's Name and Address Instructions to the TA Authority: Enter the name and address here.  Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:  Contract Security Requirements (as applicable)  This task includes security requirements.  X Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.  Required Work  SECTION A – Task Description of the Work Required  In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and |  |  |  |  |
|--|--|--|--|--|
| Instructions to the TA Authority: Enter the name and address here.  Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:  \$  |  |  |  |  |
| Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:  \$Instructions to the TA Authority: Enter the amount here.  Contract Security Requirements (as applicable)  This task includes security requirements.  X Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.  Required Work  SECTION A - Task Description of the Work Required  In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and   |  |  |  |  |
| Contract Security Requirements (as applicable)  This task includes security requirements.  X Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.  Required Work  SECTION A – Task Description of the Work Required  In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and  |  |  |  |  |
| Contract Security Requirements (as applicable)  This task includes security requirements.  X Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.  Required Work  SECTION A – Task Description of the Work Required  In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and  |  |  |  |  |
| This task includes security requirements.  X Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.  Required Work  SECTION A – Task Description of the Work Required  In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and  |  |  |  |  |
| X Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.  Required Work  SECTION A – Task Description of the Work Required  In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and   |  |  |  |  |
| Required Work  SECTION A – Task Description of the Work Required  In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and  |  |  |  |  |
| SECTION A – Task Description of the Work Required  In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and   |  |  |  |  |
| In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and  |  |  |  |  |
| applicable to Section A:  a) details of the activities to be performed; b) description of the deliverables to be submitted; and  |  |  |  |  |
| applicable to Section A:  a) details of the activities to be performed;  |  |  |  |  |
| SECTION B – Applicable Basis of Payment  |  |  |  |  |
| TA based on a Limitation of Expenditure as per Section C below.  |  |  |  |  |
| SECTION C - Cost Breakdown of Task   |  |  |  |  |
| Professional Fees Instructions to the TA Authority: for each applicable category, insert the name and the number of days.  |  |  |  |  |
| Category Name All Inclusive Fixed Daily Rate Level of Effort (Estimated number of days)  |  |  |  |  |



| Total Estimated Cost of Professional Fees: \$ Instructions to the TA Authority: insert the amount.   |  |  |
|--|--|--|
| Total Estimated Travel and Living: \$ Insert the amount  |  |  |
|  |  |  |
|  |  |  |
| SECTION D- Applicable Method of Payment  |  |  |
| Monthly payments   |  |  |
| Authorization - Authorization  |  |  |
| By signing this TA, the Project Authority or the Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract. |  |  |
| Name of <b>Project Authority</b> :   |  |  |
|  |  |  |
| Signature Date   |  |  |
|  |  |  |
| Name of Financial Delegation Authority (Section 32):   |  |  |
|  |  |  |
| Signature Date   |  |  |
|  |  |  |
| Name of ISC Procurement Officer or PSPC Contracting Authority:   |  |  |
|  |  |  |
| Signature Date   |  |  |
| Contractor's Signature - Signature de l'entrepreneur   |  |  |
| Contractor's Signature - Signature de l'entrepreneur   |  |  |
| Name and title of individual authorized to sign for the Contractor:  |  |  |
|  |  |  |
|  |  |  |
| Signature Date   |  |  |
|  |  |  |
|  |  |  |