



**REQUEST FOR PROPOSAL (RFP)**

**Subject:**  
**AUDIT OF FINANCIAL STATEMENTS**

For further details, please refer to the Statement of Work attached as **Annex "A"** of this document.

<b>Issue Date:</b> August 18, 2023	<b>Closing Date and Time:</b> September 8 at 11:00 EDT	<b>RFP No:</b> SEN-036 23/24
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**SENATE INFORMATION**

<p><b>For all inquiries:</b></p> <p><b>Contact:</b> Shirley Chartrand  <b>Title:</b> Senior Procurement Advisor  <b>Address:</b> 40 Elgin Street, 11<sup>th</sup> floor  Ottawa, ON K1A 0A4, Canada  <b>Telephone no:</b> 613-995-8888 x 4  <b>E-mail:</b> <a href="mailto:Proc-appr@sen.parl.gc.ca">Proc-appr@sen.parl.gc.ca</a></p>	<p>Offers can be delivered by e-mail only to the address of the Contracting Authority below.</p> <p><b>E-mail:</b> <a href="mailto:Proc-appr@sen.parl.gc.ca">Proc-appr@sen.parl.gc.ca</a></p> <p><b>PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.</b></p>
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**BIDDER SIGNATURE BLOCK**

The Bidder offers and agrees to provide the Office of the Senate Ethics Officer, upon the terms and conditions set out herein, including attachments to this document, the services listed herein and on any attachment at the price(s) set out therefore.

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a joint venture.

Name of Firm:			
Name of Representative:			
Authorized Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	



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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into six (6) parts, four (4) 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract;
  - Part 6 Terms of Work and Payment;
- Annex "A" Statement of Work (SOW);
- Annex "B" All-inclusive pricing and basis of payment;
- Annex "C" Language Proficiency;
- Annex "D" Supplier Creation and Direct Deposit Enrollment Form.

### 2. Summary

- I. The Office of the Senate Ethics Officer is seeking to establish a contract for the **audit of financial statements**, as defined in Annex "A" - Statement of Work, for three (3) years from the date of contract award, with the option to renew for up to two (2) additional one-year periods.

### 3. Debriefings

- I. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within **five (5) working days** of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 4. Bid Language Submission

- I. Submissions will be accepted in either English or French.



## PART 2 – BIDDER INSTRUCTIONS

### 1. Prelude

- I. The Office of the Senate Ethics Officer invites “Bidders” to respond to this Request for Proposal (RFP) for the provision of Audit of Financial Statement as described in the Statement of Work (SOW) Annex “A”.

### 2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Bidder to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the proposal.

### 3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- II. The Office of the Senate Ethics Officer reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive Bidders, the Office of the Senate Ethics Officer will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, the Office of the Senate Ethics Officer will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

### 4. Cost Related to the Preparation of Proposal

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFP. All copies of documents submitted in response to this Request for Proposal shall become the property of the Office of the Senate Ethics Officer and will not be returned.

### 5. Inquiries and Communications

- I. The contracting authority for all inquiries and other communications regarding this RFP is stated on the cover page of this document. All communication or inquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder’s proposal.
- II. Enquiries regarding this RFP must be received by e-mail at: [Proc-Appr@sen.parl.gc.ca](mailto:Proc-Appr@sen.parl.gc.ca) by the contracting authority, no later than **August 28, 2023 at 11:00 AM EDT**. 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 the Office of the Senate Ethics Officer to provide an accurate



answer. 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 the Office of the Senate Ethics Officer determines that the enquiry is not of a proprietary nature. The Office of the Senate Ethics Officer may edit the question(s) or may request that the Bidder do so, in order 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 the Office of the Senate Ethics Officer.

- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFSO will be provided to all Bidders by simultaneously posting responses to CanadaBuys without revealing the sources of the inquiry.

## **6. Provision of False or Incorrect Information**

- I. The Office of the Senate Ethics Officer will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Office of the Senate Ethics Officer may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

## **7. Price Justification**

- I. In the event that there is a sole responsive bid received, the Bidder must provide, on the Office of the Senate Ethics Officer 's request, one or more of the following price justifications:
  - a. a current published price list indicating the percentage discount available to the Office of the Senate Ethics Officer; or
  - b. a copy of paid invoices for similar services provided to other clients; or
  - c. a price breakdown showing the cost of direct labor and profit; or
  - d. price or rate certifications; or
  - e. any other supporting documentation as requested by the Office of the Senate Ethics Officer.

## **8. Conflict of Interest – Unfair Advantage**

- I. In order to protect the integrity of the procurement process, Bidders are advised that the Office of the Senate Ethics Officer may reject a bid in the following circumstances:
  - a. if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in the Office of the Senate Ethics Officer’s opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a Bidder who is providing or has provided the services described in the bid solicitation (or similar services) will not, in itself, be considered



by the Office of the Senate Ethics Officer as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

- III. Where the Office of the Senate Ethics Officer intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Office of the Senate Ethics Officer's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 9. Ownership of RFP documents

- I. This Request for Proposal and all supporting documentation have been prepared by the Office of the Senate Ethics Officer and remain the sole property of the Office of the Senate Ethics Officer. The information is provided to the proponent solely for its use in connection with the preparation of a response to this Request for Proposal and shall be considered to be the proprietary and confidential information of the Office of the Senate Ethics Officer. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Bidder's response, and the Bidders further agrees not to use them for any purpose other than that for which they are specifically furnished.

## 10. Funding Approvals

- I. Bidders should note that all contract awards are subject to the Office of the Senate Ethics Officer's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that a Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Office of the Senate Ethics Officer's internal policies. If approval is not granted, a contract cannot be awarded.

## 11. Applicable Laws

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

## 12. Level of Security

- I. A valid security clearance is a condition of any of the Office of the Senate Ethics Officer contract and is required for all individuals with whom the Office of the Senate Ethics Officer may need to share or provide access to sensitive or classified information, assets, or facilities.
- II. The Contractor shall ensure that before any work is undertaken for the Office of the Senate Ethics Officer, all individuals – including affiliates and subcontractors working on any resulting contract(s) – must undergo the security screening process and successfully obtain security clearance at the level of "Secret" or they must have successfully obtained an equivalent or higher security status under the security policy





of another Canadian legislature or governmental institution recognized by the Senate. Any equivalent security status or clearance must be approved by the Senate prior to the initiation of any work.

- III. Individuals who do not hold a valid security clearance at the level of “Secret” by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Senate.
- V. The Office of the Senate Ethics Officer reserves the right to raise the required level of a security clearance as needed.

### **13. Joint Venture**

- I. A joint venture is an association of two or more parties that combine their money, property, knowledge, expertise or other resources into a single joint business enterprise (sometimes referred as a consortium), to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that they are doing so as a joint venture and must provide the following information:
  - a. the name of each member of the joint venture;
  - b. the procurement business number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e., the member chosen by the other members to act on their behalf, if applicable; and
  - d. the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the bidder must provide the information on request from the contracting authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The contracting authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as their representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.



## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

The Office of the Senate Ethics Officer requests that Bidders provide their bid in separate electronic files in a single transmission as follows:

- File I:** Mandatory Criteria (one soft copy in PDF format) and page 1 of the RFP signed;
- File II:** Technical Bid (one soft copy in PDF format);
- File III:** Financial Bid – Annex “B” – All-inclusive pricing and basis of payment; (one soft copy in PDF format);
- File IV:** Annex “D” – Supplier Creation and Direct Deposit Enrollment Form (one soft copy in PDF format).

Bidders must quote the RFP number as part of the subject line in their bid submission.

**Prices must appear in the financial bid only. Prices indicated in any other section of the bid will result in the disqualification of the bid.**

The Office of the Senate Ethics Officer will not be responsible for any failure attributable to the transmission or receipt of the emailed bid. The Office of the Senate Ethics Officer will send a confirmation email to the bidders when the submission is received.

#### **File I: Mandatory Criteria**

- I. In the Mandatory Criteria Section of their proposal, Bidders should clearly indicate how they meet each of the Mandatory Criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection.

#### **File II: Technical Bid**

- I. In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and describe in a thorough, concise and clear manner, their approach to carrying out the work.
- II. 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 RFP is not sufficient. In order to facilitate the evaluation of the bid, the Office of the Senate Ethics Officer 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.

#### **File III: Financial Proposal - Annex “B” – All-inclusive pricing and basis of payment**

- I. Pricing must include all requirements as set forth in the RFP.



- II. Bidders must submit their Financial Proposal, in Canadian funds, in accordance with the Fee and Basis of Payment in Annex “B” - All-inclusive pricing and basis of payment.

**File IV: Annex “D” – Supplier Creation and Direct Deposit Enrollment Form**

- I. Bidders must complete, sign and return Annex “D” – Supplier Creation and Direct Deposit Enrollment Form with their Bid.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory criteria and financial bid.
- II. The Office of the Senate Ethics Officer shall conduct the Request for Proposal process in a fair manner and will treat all Bidder's equitably. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- III. An evaluation team composed of representatives of the Office of the Senate Ethics Officer will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their proposal is clear and complete. The Office of the Senate Ethics Officer reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications. If the Office of the Senate Ethics Officer seeks clarification or verification from the Bidder about its bid, the Bidder will have **two (2) working days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Office of the Senate Ethics Officer. Failure to meet this deadline will result in the bid being declared non-responsive and will receive no further consideration.

### 2. Basis of Selection

A bid must comply with all the requirements of the RFP. If it is determined that a bid does not comply with any of the requirements of the RFP, such bid will be deemed non-responsive and will not be given further consideration.

The evaluation and selection process will be conducted in the following phases:

Phase 1 – Mandatory Criteria

Phase 2 – Technical Merit - Rated Evaluation

Phase 3 – Determination of Highest Ranked Bidder

#### Phase 1 – Mandatory Criteria

In Phase 1, all proposals will be evaluated for their compliance with the mandatory criteria. Any proposal that fails to meet any of the mandatory criteria will be deemed non-responsive and will not be given further consideration.

#### Phase 2 – Technical Merit - Rated Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical criteria. If any Phase 2 Proposal does not obtain the required minimum overall points for the technical evaluation criteria, such proposal will not be given further consideration.

#### Phase 3 – Determination of Highest Ranked Bidder

#### **Total Combined Rating = Technical Merit (60%) and Price (40%)**



In Phase 3, a combined evaluation score for those bids deemed responsive in Phases 1, 2 and 3 will be determined in accordance with the following formula:

$$\frac{\text{Total technical Merit rating} \times 60\%}{\text{Maximum number of points}} + \frac{\text{Lowest price received} \times 40\%}{\text{Bidder's price}} = \text{Combined Total Score}$$

The Bidder with the highest Total Score will be considered for award of a contract.

If more than one Bidder is ranked first because of identical scores, the Bidder with the best financial score will become the highest-ranked Bidder and will be considered for the award of a contract.

In the event of a tie between bids, that is to say when all the factors, including the price, are considered to be equal, a coin toss will be made to determine which Bidder will obtain the contract.

### 3. Mandatory Criteria (Phase 1)

- I. Bidders must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being deemed non-compliant.
- II. The Bidder should include the Mandatory Criteria table in their proposal and ensure that the page and paragraph number in the Bidders' Proposal is indicated in the column entitled "Cross Reference" for all mandatory information included.
- III. Bidders **MUST meet all the mandatory requirements** of the RFP. No further consideration will be given to Bidders not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p><b>M1. Years of Experience</b></p> <p>The Bidder responsible for the audit team must have CPA designation, along with extensive experience (minimum 10 years) in providing financial audit services in the public sector and Federal Government. Please include a confirmation of the designation and a detailed work experience for the proposed resource.</p> <p>This criterion shall be evaluated in R1 – Bidder Reference Experience</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with this requirement.</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide this information will result in your</p>		

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
of the team.	proposal being given no further consideration.		
<p><b>M2. References</b></p> <p>The Bidder must provide a list of three (3) recent public sector audits of financial statements completed within the last five (5) years. which they have provided similar goods as outlined in Annex “A” – Statement of Work.</p> <p>Public sector is defined as municipal, provincial, parliamentary precinct and federal department and agencies.</p> <p>Note: The Office of the Senate Ethics Officer can’t be used as a reference.</p> <p>The Senate reserves the right to contact any or all of these references.</p> <p>This criterion shall be evaluated in R3 – Proposed Project Team.</p>	<p>In order to meet this mandatory requirement, the Bidder must provide a list of three (3) recent public sector audits of financial statements completed within the last five (5) years.</p> <p>The description must include:</p> <ul style="list-style-type: none"> <li>• Client (name of the organization);</li> <li>• Contact name;</li> <li>• Phone number; and</li> <li>• Brief history of work performed including: <ul style="list-style-type: none"> <li>o Date performed.</li> </ul> </li> </ul> <p>This information must be provided under Mandatory Criterion (M2) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p><b>M3. Client Confidentiality</b></p> <p>The Bidder must ensure complete client confidentiality. The proposal must include details in regard to practices and procedures that ensure client confidentiality regarding records, release of information and employee censorship.</p>	<p>In order to meet this mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> <li>• a statement indicating compliancy with the mandatory requirement.</li> </ul> <p>This information must be provided under Mandatory Criterion (M3) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p><b>M4. Language</b></p> <p>The Bidder’s audit team must be able to provide services to the SEO in either English or French. However, all final documentation must be provided in both official languages and meet the Advanced language proficiency level as described in Annex “C” Language Proficiency.</p>	<p>In order to meet this mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> <li>• a statement indicating compliance with the mandatory criterion.</li> </ul> <p>This information must be provided under Mandatory Criterion (M4) in the Bidder’s submission.</p> <p>Failure to provide it will result in the bid being given no further consideration.</p>		
<p><b>M5. Bidder’s Resources</b></p> <p>The Bidder must have sufficient staff and expertise to address the scope of the audit services.</p> <p>The Bidder must identify the number and nature of the professional staff to be employed in this engagement (e.g., principal supervisory and management staff, other supervisors and other specialists).</p> <p>This criterion shall be evaluated in R2 – Customer satisfaction.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> <li>• a list of the proposed resources and explain how this proposed team shall be appropriate to carry out the project.</li> </ul> <p>This information must be provided under Mandatory Criterion (M5) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p><b>M6. Acceptance of Resulting Contract Clauses</b></p> <p>The Bidder must confirm in writing that, should they be the successful Bidder, they acknowledge acceptance of the resulting contract clauses outlined in Part 5 - Resulting Contract Clauses.</p>	<p>In order to meet this mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> <li>• A statement indicating compliancy with this mandatory criterion.</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M6) in the Bidder’s submission.</p> <p>Failure to provide this</p>		



Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	information will result in the bid being given no further consideration.		

**4. Rated Evaluation Criteria (Phase 2)**

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a **minimum of 74 points** for the requirements that are subject to the evaluation criteria points rating system will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Office of the Senate Ethics Officer is seeking best overall value and will evaluate bids on a points-rating system based on evaluation criteria.
- III. The Bidder must include the “Points Rated Technical Criterion” table in their bid and ensure that the page and paragraph number in the Bidder’s appendix is indicated in the column entitled “Cross Reference” for all included rated information.
- IV. Bidders must include all information relating to the criteria in the Bidder’s Technical Bid. All information contained within the Bidder’s technical bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference Section
<p><b>R1. Experience of the team</b></p> <p>The Bidder must demonstrate experience within the last twenty-five (25) years which is above and beyond the minimum ten (10) years identified in M1 - Years of Experience.</p> <p>The Bidder shall include detailed information in their proposal on how they meet the experience required.</p>	<p><b>Maximum 50 points</b></p> <ul style="list-style-type: none"> <li>• <b>10 points:</b> 10+ to 14 years</li> <li>• <b>15 points:</b> 14+ to 18 years</li> <li>• <b>20 points:</b> 18+ to 22 years</li> <li>• <b>25 points:</b> 22+ years</li> </ul>	



<b>TECHNICAL MERIT</b> <b>Point Rated Technical Criterion</b>	<b>Maximum No. of Points Available</b>	<b>Cross Reference Section</b>
<p><b>R2. Customer Satisfaction</b></p> <p>The Bidder should demonstrate customer satisfaction by providing references, as specified below, of project of a similar size and budget.</p> <p>Bidders should include a minimum of three (3) references including:</p> <ul style="list-style-type: none"> <li>• Client;</li> <li>• Contact name; and</li> <li>• Phone number.</li> </ul> <p>References must be recent clients where the work must not be dated prior to January 1, 2018.</p>	<p style="text-align: center;"><b>Maximum 15 points</b></p> <p>5 points maximum for each consultation based on customer feedback:</p> <ul style="list-style-type: none"> <li>• <b>0 points:</b> no references provided</li> <li>• <b>1 point:</b> very poor or dissatisfied</li> <li>• <b>2 points:</b> needs improvement</li> <li>• <b>3 points:</b> satisfied</li> <li>• <b>4 points:</b> good</li> <li>• <b>5 points:</b> excellent or very good</li> </ul>	
<p><b>R3. Proposed Project Team</b></p> <p>The Bidder should include, as part of their proposal, the actual composition of the proposed team, their qualifications, experience, language profiles, and specific expertise of each proposed team member.</p> <p>Please note that team members proposed must be assigned to this project and that the Deputy Chief Financial Officer of the Senate must be advised in writing of any substitution of members, and any new team member must be equivalent in qualifications to the original member being replaced.</p> <p>It is expected that the Bidder will assign this project to a qualified audit team.</p> <p>This criterion will be rated based on the point rated criteria and the following information:</p> <ul style="list-style-type: none"> <li>• Qualifications (CPA or CA designation);</li> <li>• Experience ;</li> <li>• Language profile; and</li> <li>• Other relevant expertise (financial audits of legislatures, government</li> </ul>	<p style="text-align: center;"><b>Maximum 20 points</b></p> <p><b>0 point:</b> Information provided does not address the criteria. Bidder receives 0% for the available points for this element.</p> <p><b>2 points:</b> Information provided demonstrates a minimal understanding that is relevant to the stated criteria. Bidder receives 10% of the available points for this element.</p> <p><b>6 points:</b> Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 30% of the available points for this element.</p> <p><b>10 points:</b> Information provided demonstrates understanding for most but not all of the elements of the rated criteria. Bidder receives 50% of the available points for this element.</p> <p><b>14 points:</b> Information provided demonstrates understanding that is relevant to all of the elements of</p>	

<b>TECHNICAL MERIT</b> <b>Point Rated Technical Criterion</b>	<b>Maximum No. of Points Available</b>	<b>Cross Reference Section</b>
departments and agencies).	<p>the rated criteria. Bidder receives 70% of the available points for this element.</p> <p><b>16 points:</b> Information provided clearly demonstrates a full understanding of all the elements of the rated criteria. Bidder receives 80% of the available points for this element.</p> <p><b>20 points:</b> Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all the elements of the rate criteria. Bidder receives 100% of the available points for this element.</p>	
<p><b>R4. Methodology</b></p> <p>The Bidder should demonstrate its project methodology. This criterion will be evaluated in accordance with the approach, objectives, steps, schedule, estimated time and formal review proposed to ensure an accurate and thorough audit.</p>	<p><b>Maximum 20 points</b></p> <p><b>10 points for planning phase:</b></p> <ul style="list-style-type: none"> <li>• Review of operations and systems to gain understanding of internal controls and procedures;</li> <li>• Discussions with management;</li> <li>• Evaluate design and implementation of key internal controls;</li> <li>• Identification and testing of automated or IT-based controls (testing may be in execution phase);</li> <li>• Knowledge of new accounting standards and procedures, government regulatory and legislative requirements;</li> <li>• Use experienced staff with right qualifications;</li> <li>• Indicate need for additional time to be invested if it is their first time auditing the Office of the Senate Ethics Officer statements;</li> <li>• Development and presentation of an audit workplan.</li> </ul> <p><b>5 points for execution:</b></p> <ul style="list-style-type: none"> <li>• Test controls;</li> </ul>	

TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference Section
	<ul style="list-style-type: none"> <li>• Test amounts of balances and disclosures as well as individual</li> <li>• Transactions covering relevant areas such as salaries and benefits;</li> <li>• Procurement; tangible capital assets;</li> <li>• Accounts payable and liabilities, demonstrating appropriate testing methodology for each section of the financial statements.</li> </ul> <p><b>5 points for reporting phase:</b></p> <ul style="list-style-type: none"> <li>• Assess adequacy of financial statements;</li> <li>• Discuss findings with management, prepare management letter and findings report;</li> <li>• Prepare the Office of the Senate Ethics Officer financial statements report in both official languages in the required format.</li> </ul>	
<b>Total of all the point-rated technical criteria</b>	<b>105 points Maximum</b>	
<b>Minimum pass mark</b>	<b>74 points</b>	

### 5. Financial Evaluation (Phase 3)

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be in accordance with the Financial Bid detailed in Annex “B” – All-inclusive pricing and basis of payment;



## PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from the request for proposal.

### 1. Appropriate Law

- I. This contract shall be governed by and construed in accordance with the laws in force in the province of **Ontario**.

### 2. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Office of the Senate Ethics Officer and any assignment made without that consent is void and of no effect.

No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Office of the Senate Ethics Officer.

### 3. Time is of the Essence

- I. Time is of the essence in this contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Office of the Senate Ethics Officer. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Office of the Senate Ethics Officer, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Office of the Senate Ethics Officer may exercise any right of termination contained in the contract.

### 4. Indemnity against Claims

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Office of the Senate Ethics Officer from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of:
  - a. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
  - b. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments have been made by Office of the Senate Ethics Officer.



## 5. Inspection and Acceptance

- I. All reports, deliverables, items, documents, goods and all services rendered under the Contract are subject to inspection by the Project Authority or his/her representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Work and to the satisfaction of the Project Authority or his/her representative, as submitted, the Project Authority will have the right to reject it or require the correction at the sole expense of the Contractor before recommending payment. The Office of the Senate Ethics Officer reserves the right of access to any records resulting from this contract.

## 6. Termination of Agreement

- I. The Office of the Senate Ethics Officer may immediately terminate this agreement if the Contractor is for any reason unable to provide the services required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Office of the Senate Ethics Officer if it is determined that the services provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Office of the Senate Ethics Officer upon a **ten (10) days** written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a **ten (10) days** written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

## 7. Notice

- I. Any notice required by this contract must be given in writing.
- II. Notice is deemed to be received on:
  - a. the day after it is sent if the notice is communicated by e-mail;
  - b. the earlier of the day on which it was received or six (6) days after it is mailed if the notice is communicated by mail; or
  - c. the day on which it was delivered if it is personally delivered.

## 8. Warranties

- I. The Contractor warrants that:
  - a. it is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
  - b. it shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
  - c. it has complete authority to enter into this Contract; and
  - d. all work commenced under this agreement will be completed in full.



## **9. Records to be kept by the Contractor**

- I. The Contractor shall keep proper accounts and records of the costs of work, services, and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Office of the Senate Ethics Officer, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Office of the Senate Ethics Officer but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two (2) years following the completion of the work.

## **10. Confidentiality**

- I. Any information which is non-public, of a character confidential to the affairs of the Office of the Senate Ethics officer, its members or any of its employees, agents or contractors or proprietary in nature to the Office of the Senate Ethics Officer or to a third party to which the contractor or any of its employees, or affiliates or subcontractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the work.

## **11. Level of Security**

- I. In accordance with the Senate Accreditation Policy a valid security clearance is a condition of any Office of the Senate Ethics Officer contract and is required for all individuals with whom the Office of the Senate Ethics Officer may need to share or provide access to sensitive or classified information, assets, or facilities.
- II. The Contractor shall ensure that before any work is undertaken for the Office of the Senate Ethics Officer, all individuals – including affiliates and subcontractors working on any resulting contract(s) – must undergo the Office of the Senate Ethics Officer security screening process and successfully obtain Office of the Senate Ethics Officer security clearance at the level of “Secret” or they must have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Office of the Senate Ethics Officer. Any equivalent security status or clearance must be approved by the Office of the Senate Ethics Officer prior to the initiation of any work.
- III. Individuals who do not hold a valid security clearance at the level of “Secret” by a recognized institution must undergo the Office of the Senate Ethics Officer security screening process and successfully obtain an Office of the Senate Ethics Officer security clearance at the required level.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Office of the Senate Ethics Officer.
- V. The Office of the Senate Ethics Officer reserves the right to raise the required level of a security clearance as needed.

## 12. Information Security

- I. For the purposes of this clause, “Office of the Senate Ethics Officer confidential or restricted information” means information that has been classified by the Office of the Senate Ethics Officer as “Confidential” or “Restricted” and that, if compromised, could cause serious or extreme injury to individuals or to the Office of the Senate Ethics Officer. It also includes information generated by the contractor in the performance of this contract that, if compromised, could cause serious or extreme injury to individuals or the Office of the Senate Ethics Officer.
- II. The contractor must encrypt all Office of the Senate Ethics Officer confidential or restricted information while it is in transit to the Office of the Senate Ethics Officer in accordance with, at a minimum, the measures described in the contractor’s bid submitted in relation to the RFP under which this contract was formed in response to the rated criterion entitled “Information Security — Encryption — Data in Transit.”
- III. The contractor must encrypt all Office of the Senate Ethics Officer confidential or restricted information that the contractor receives or generates on computers, external storage and portable devices in accordance with, at a minimum, the measures described in the contractor’s bid submitted in relation to the RFP under which this contract was formed in response to the rated criterion entitled “Information Security — Encryption — Data at Rest.”
- IV. The contractor will immediately inform the contracting authority of any changes to the measures respecting data encryption described in the contractor’s bid submitted in relation to the RFP under which this contract was formed in response to the rated criteria “Information Security — Encryption — Data at Rest” and “Information Security — Encryption — Data in Transit.”
- V. The contractor must ensure that all Office of the Senate Ethics Officer confidential or restricted information provided or generated under this contract is kept in Canada. The contractor must notify the contracting authority if they intend to move the information from Canada. The contractor must not move Office of the Senate Ethics Officer confidential information from Canada without the prior written consent of the contracting authority.
- VI. The contractor must immediately notify the contracting authority of any information or data breach affecting information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Office of the Senate Ethics Officer. The contractor must also cooperate with any investigation by the Office of the Senate Ethics Officer into an information or data breach.

## 13. Information Management – Destruction of all Office of the Senate Ethics Officer information upon termination of contract

- I. Subject to subclause 13.II upon the termination of the contract, the contractor must provide the Office of the Senate Ethics Officer, in a useable format, all information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Office of the Senate Ethics Officer. Once the Office of the Senate Ethics Officer confirms receipt of the information, the



contractor must destroy the information and provide the Office of the Senate Ethics Officer with a certificate of destruction.

- II. If the contractor is subject to legislation — including bylaws or rules of a law society or other self-regulating professional body in Canada — that requires the retention of information until a certain deadline, the contractor may retain information referred to in subclause 13.I until the applicable legislative deadline, at which time they must immediately destroy the information and provide a certificate of destruction to the Office of the Senate Ethics Officer.

#### **14. Information Management – Destruction of specific Office of the Senate Ethics Officer information during the term of the contract**

- I. Despite subclause 13.I, the contractor must comply with any instruction provided by the contracting authority, during the term of the contract, in relation to the destruction of specific information that is received or generated by the contractor for the benefit of the Office of the Senate Ethics Officer. In particular, the contractor must comply with any instruction requiring the contractor to, at any time during the term of the contract, provide specific information to the Office of the Senate Ethics Officer in a usable format and, once the Office of the Senate Ethics Officer confirms receipt of the information, wipe it from their systems and backups and provide a certificate of destruction to the Office of the Senate Ethics Officer.
- II. If the contractor is subject to legislation — including bylaws or rules of a law society or other self-regulating professional body in Canada — that requires the retention of information until a certain deadline, the contractor may retain the information referred to in subclause 14.I until the applicable legislative deadline, at which time they must immediately destroy any remaining information and provide a certificate of destruction to the Office of the Senate Ethics Officer.

#### **15. Rules and Regulations**

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Office of the Senate Ethics Officer which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offenses may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up-to-date the information herein requested, or if the Contractor or any of the Contractor's affiliates or subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict the Office of the Senate Ethics Officer's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

#### **16. Miscellaneous Restrictions**

- I. Under no circumstances shall the Contractor use any stationery with Office of the Senate Ethics Officer letterhead to conduct business under this agreement.





- II. It is the intention of the parties:
  - a. that the agreement is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Office of the Senate Ethics Officer;
  - b. that the Contractor's Directors, Officers, Employees are not engaged as Office of the Senate Ethics Officer employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Office of the Senate Ethics Officer.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Office of the Senate Ethics Officer if they are a family member of the end user or of someone in a similar position who has influence over the scope of work.

### **17. Subcontracts**

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Office of the Senate Ethics Officer than the conditions of the Contract.
- III. Even if the Office of the Senate Ethics Officer consents to a subcontract, the Contractor is responsible for performing the Contract and the Office of the Senate Ethics Officer is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

### **18. No Implied Obligations**

- I. It is the intention of the parties that this agreement is for the provision of services. The Contractor is engaged as an independent contractor providing services in accordance with this contract, to the Office of the Senate Ethics Officer. The Contractor's directors, officers, employees and agents are not engaged as Office of the Senate Ethics Officer employees and are not subject to the terms and conditions of employment applicable to the employees of the Office of the Senate Ethics Officer.

### **19. Performance**

- I. The Contractor shall report the performance under this agreement to the Office of the Senate Ethics Officer in whatever format and frequency that the Office of the Senate Ethics Officer may require.

### **20. Amendments to the Contract**



- I. No person other than the Manager of Procurement Services or their designate can amend this agreement in any form. Any changes to the original contract must be made in writing.

## **21. Ownership of intellectual and other property including copyrights**

- I. Documents and information (“work”) produced by the contactor in the performance of this contract as well as any copyrights in and to the work, shall vest in and remain the property of the Officer of the Senate Ethics Officer.
- II. Work shall be marked with the following copyright notice: © Office of the Senate Ethics Officer (year)

## **22. Conflict of Interest**

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Office of the Senate Ethics Officer.
- II. It is a term of this contract that no former public office holder who is not in compliance with the *Conflict of Interest Act* shall derive a direct benefit from this contract.

## **23. Discrimination and Harassment in the Workplace**

- I. The Contractor declares that the Contractor, its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Officer of the Senate Ethics Officer reserves the right to immediately terminate the Contract. In such cases, the Officer of the Senate Ethics Officer shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Office of the Senate Ethics Officer.

## **24. Health and Safety**

- I. While working in the Office of the Senate Ethics Officer or Senate workplace, the contractor must comply with the Senate Policy on Occupational Health and Safety and the Senate Guidelines Promoting a Scent-Free Work Environment. Particularly, this entails
  - a. refraining from or minimizing the use of scented products while in the Office of the Senate Ethics Officer’s workplace;
  - b. taking all reasonable measures to protect the health and safety of every employee and any other persons granted access to the workplace for work purpose; and
  - c. not smoking in any buildings or within the vicinity (i.e., within nine (9) metres) of entrances, exits, windows or air intakes of Office of the Senate Ethics Officer - occupied buildings.
- II. If contractors breach these duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on



Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

## 25. Advertisement

- I. The Contractor shall not without prior written consent from the Office of the Senate Ethics Officer, advertise or publicize any work performed to the Officer of the Senate Ethics Officer. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Office of the Senate Ethics Officer source files.

## 26. Entire Contract

- I. This contract, including any annexes or appendices, constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

## 27. Authorities

### I. Contracting Authority

The Contracting Authority for the Contract is:

Shirley Chartrand  
Senior Procurement Advisor  
Finance and Procurement Directorate  
40 Elgin Street, 11<sup>th</sup> floor  
Ottawa, ON K1A 0A4

Telephone: 613-995-8888, Option 4  
E-mail: [Proc-appr@sen.parl.gc.ca](mailto:Proc-appr@sen.parl.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.

### II. Project Authority

The Project Authority for the Contract is:

*To be Determined Upon Contract Award*

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for the successful completion of the project. The Project Authority has the ultimate authority on all aspects for the project. The Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### III. Contractor's Representative

**The Contractor's representative for the Contract is:**



Account Manager:

*(To be completed upon award of contract)*

## **28. Replacement of Specific Individuals**

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with better than or equivalent qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Officer of the Senate Ethics Officer. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **29. Priority of Documents**

- I. 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 the Contract;
  - b) the articles of the Request for Proposal including all annexes;
  - c) the Contractor's Proposal dated *(To be identified upon contract issuance)*.

## **30. Public Disclosure**

- I. All contracts awarded by the Office of the Senate Ethics Officer must reflect fairness in the spending of public funds. The Officer of the Senate Ethics Officer is obligated to report every quarter on its website, all contract awarded that have a value of more than \$10,000.00 or whose value has exceeded \$10,000.00 via amendment.



## PART 6 – TERMS OF WORK AND PAYMENT

### 1. Period of the Contract

- I. The Contractor shall, from **award of contract to August 31, 2026**, perform and complete with care, skill, diligence and efficiency the work that is described in this document.

### 2. Option to Extend the Contract

- I. The Contractor grants to the Office of the Senate Ethics Officer the irrevocable option to extend the term of the contract by up to two (2) additional one (1) year period under the same conditions, rates to be included in Contractor's bid.
- II. The Office of the Senate Ethics Officer may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 3. Contract Amount

- I. The Contractor will be paid for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with Annex "B" - All-inclusive pricing and basis of payment, to a limitation of expenditure of **(to be determined at contract award)** plus Applicable Taxes.

### 4. All-inclusive pricing and basis of payment

- I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as specified in Annex "B" - All-inclusive pricing and basis of payment.
- II. The Officer of the Senate Ethics Officer will not entertain any charges which are not specified in Annex "B" - All-inclusive pricing and basis of payment.

### 5. Invoicing

- I. The Contractor shall submit a detailed invoice for each key deliverable which must include, at a minimum, the date(s) the service was performed, a brief summary of the work performed, and the contract reference number.

- II. The Contractor's certified invoice shall be forwarded to:

The Office of the Senate Ethics Officer  
Pierre Legault  
Senate Ethics Officer  
By e-mail at: [Pierre.Legault@sen.parl.gc.ca](mailto:Pierre.Legault@sen.parl.gc.ca)

- III. The invoice must be reviewed and signed by the Project Manager or their delegated authority before payment is issued.



IV. Payment by the Office of the Senate Ethics Officer to the Contractor for work shall be made:

- a. In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- b. In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed, or the goods delivered and accepted, whichever date is the later;

V. If the Office of the Senate Ethics Officer has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

## **6. Method of Payment**

I. Direct Deposit: The Office of the Senate Ethics Officer can directly deposit all payments into the individuals/corporation's account.

## **7. Sales Tax**

- I. The Office of the Senate Ethics Officer is exempt from Provincial Sales Taxes.
- II. PST Exemption No.: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The Applicable Taxes are not included in the contract amount.
- IV. The Applicable Taxes and Business Registration Number must be listed as a separate line item on all invoices.

## **8. Interest on Overdue Accounts**

- I. For the purpose of this section:
  - a. An amount is "due and payable" when it is due and payable by the Office of the Senate Ethics Officer to the Contractor according to the terms and conditions of the contract.
  - b. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
  - c. "Date of payment" means thirty (30) days from the date of receipt of the invoice at the Office of the Senate Ethics Officer.
  - d. The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
  - e. The Office of the Senate Ethics Officer shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Office of the Senate Ethics Officer is responsible for the delay in paying



the Contractor. In the event that the Office of the Senate Ethics Officer is not responsible for the delay in paying the Contractor, no interest shall be paid.

- f. The Officer of the Senate Ethics Officer shall not be liable to pay the Contractor any interest on unpaid interest.



## **ANNEX "A" - STATEMENT OF WORK (SOW)**

### **1. TITLE**

Audits of the Financial Statements of the Office of the Senate Ethics Officer.

### **2. OBJECTIVE**

To perform audits of the Office of the Senate Ethics Officer's bilingual Financial Statements in accordance with the Canadian public sector accounting standards for the fiscal years of 2023-2024 to 2025-2026.

The main objective of these audits is to obtain an opinion from the auditor on the accuracy, completeness and fairness of the Office of the Senate Ethics Officer's bilingual financial statements.

### **3. BACKGROUND**

The financial management systems and financial reporting are a cornerstone of the accountability and transparency principles required for the management of public funded institutions. The Office of the Senate Ethics Officer has undergone annual external audits of its Financial Statements since March 31, 2006 and has received unqualified opinions.

The Office of the Senate Ethics Officer includes six (6) full time equivalents (FTEs) with an annual budget of \$1.4 million for the 2023-2024 fiscal year.

### **4. SCOPE OF WORK**

The finance, human resources, information technologies, administration, procurement and security services are provided by the Senate Administration to the Office of the Senate Ethics officer on a cost recovery basis.

The scope of the work will include the audit of the Office of the Senate Ethics Officer's annual bilingual Financial Statements in accordance with Canadian public sector accounting standards for the following fiscal years:

- FY 2023-2024
- FY 2024-2025
- FY 2025-2026
- FY 2026-2027 (first option period)
- FY 2027-2028 (second option period)

### **5. TASKS**

The Office of the Senate Ethics Officer expects that the independent auditors follow an audit process that includes but may not be limited to the following phases:

The first phase step includes the completion and delivery of the audit plan. This plan should set out the audit objectives, audit parameters, nature of audit activities, audit approach and audit schedule and cost for each step. The second phase entails conducting the audit, preparation of the bilingual financial statements and the third phase to report on it.





The Office of the Senate Ethics Officer requires the auditors firstly to discuss their findings with the Deputy Chief Financial Officer (DCFO) and the Manager of the services audited to verify the accuracy of their findings and obtain feedback.

Following these discussions, the audit report is finalized by the auditors and delivered to the Senate Ethics Officer and the Deputy Chief Financial Officer (DCFO) of the Senate. The auditors will present the bilingual financial statements and findings to the Senate Ethics Officer and DCFO during an in-person or virtual meeting.

Throughout this process, the auditor will provide progress reports in their preferred language to the Senate Ethics Officer and DCFO as may be required.

The auditor also prepares the bilingual financial statements for the Office of the Senate Ethics Officer. It includes the complete financial statements and notes to the financial statements, as well as a summary financial statement.

Final audit report, financial statements, notes to financial statements as well as the summary financial statements must be provided in both official languages.

## **6. TRAVEL**

The Office of the Senate Ethics Officer will not accept any travel and living expenses.

## **7. CONSTRAINTS**

The work to be undertaken is to be treated with the strictest confidentiality. A secured portal must be available to share confidential and sensitive information and the information must be stored by the winning bidder. The contractor must safeguard the information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. The auditor must provide their own computer/laptop.

## **8. CLIENT SUPPORT**

The Senate of Canada will provide the auditor(s), if the need be, with a workstation for the duration of the project. Most of the work can be done virtually with a secure portal to transfer documents. Prior years' audits of financial statements will be available for the purpose of these audits.

The Senate will provide any supporting documentation in the language it was created and will not be responsible for its translation, if needed.

## **9. MEETINGS**

The Senate Ethics Officer or the Deputy Chief Financial Officer (DCFO) may request periodic progress reports in person or in writing, at the auditor's convenience. In addition, ad hoc meetings may be requested if needed at any time throughout the audit process.



## 10. DELIVERABLES

The following deliverables shall be provided to the Office of the Senate Ethics Officer and the Deputy Chief Financial Officer (DCFO) of the Senate and they will remain their property:

<b>Deliverables</b>	<b>Timelines</b>
An audit planning report	May
An audit finding report	June
A standard financial statement audit report in accordance with Canadian public sector accounting standards	June
A standard management letter outlining control weaknesses and providing suggested recommendations, if required.	June
Financial statements and notes to financial statements in accordance with Canadian public sector accounting standards.	June



**ANNEX “B” – ALL-INCLUSIVE PRICING AND BASIS OF PAYMENT**

- I. Any resulting contract will be a firm all-inclusive price contract to be paid upon completion of each annual Financial Statement Audit and upon delivery and acceptance of the Auditor’s Report for each year audited as per the cost outline and schedule of payment in the selected Contractor’s proposal.
- II. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as follows:

Work to be Performed	Fiscal Year (FY) of Audit	Cost
May 2023 to August 31, 2024	FY 2023-2024	
May 2024 to August 31, 2025	FY 2024-2025	
May 2025 to August 31, 2026	FY 2025-2026	
May 2026 to August 31, 2027 (Option Period)	FY 2026-2027	
May 2027 to August 31, 2028 (Option Period)	FY 2027-2028	
<b>Total</b>		

Fees for any additional work required to complete the audit in accordance with Canadian public sector accounting standards but not included in the proposal should obtain pre-approval by the Office of the Senate Ethics Officer as part of the annual audit plan or otherwise formally communicated to the Office of the Senate Ethics Officer. There will be no fees paid by the Senate in addition to the above annual amount if they have not been pre-approved.

For services that extend beyond the regular scope of the base audit, the Contractor’s fees will be billed at the hourly rate noted below, after consultation with and approval of the Office of the Senate Ethics Officer.

Personnel	Name of individual	Rate/Hour	
		Audit	Specialist
Partner			
Senior Manager			
Manager			
Senior			
Staff			

- III. The Office of the Senate Ethics Officer will pay the Contractor upon completion of each annual Financial Statement Audit for work performed during the period covered by the invoice in accordance with the payment provisions of the Contract if:
  - a) 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;
  - b) all such documents have been verified by the Office of the Senate Ethics Officer; and
  - c) the Work performed has been accepted by the Office of the Senate Ethics Officer.



Company Name: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEX “C” – LANGUAGE PROFICIENCY**

Language Proficiency Grid Legend	Oral	Comprehension	Written
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• ask and answer simple questions;</li> <li>• give simple instructions; and</li> <li>• give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• fully understand very simple texts;</li> <li>• grasp the main idea of texts about familiar topics; and</li> <li>• read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• sustain a conversation on concrete topics; report on actions taken;</li> <li>• give straightforward instructions to employees; and</li> <li>• provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• grasp the main idea of most work-related texts;</li> <li>• identify specific details; and</li> <li>• distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• support opinions; and understand and express hypothetical and conditional ideas.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• understand most complex details, inferences and fine points of meaning; and</li> <li>• have a good comprehension of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write texts where ideas are developed and presented in a coherent manner.</li> </ul>



**ANNEX "D" – SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM**



SENATE  
SÉNAT  
CANADA

FINANCE AND PROCUREMENT DIRECTORATE  
DIRECTION DES FINANCES ET DE L'APPROVISIONNEMENT

## SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM

<b>INSTITUTION – Please select:</b>	SENATE OF CANADA	OFFICE OF THE SENATE ETHICS OFFICER
<b>ACTION REQUIRED – Please select:</b>	SUPPLIER CREATION	SUPPLIER MODIFICATION
<b>REASON FOR ACTION OR COMMENT:</b>		
<b>SECTION 1 – SUPPLIER DETAILS – Please print</b>		
LEGAL NAME _____		TELEPHONE _____
REMITTANCE NAME (if different from the legal name) _____		SUPPLIER URL ADDRESS (if applicable) _____
<b>ADDRESS</b>		
STREET _____		CITY _____
POSTAL CODE _____	PROVINCE _____	COUNTRY _____
<b>REMITTANCE ADDRESS (if different from above address)</b>		
STREET _____		CITY _____
POSTAL CODE _____	PROVINCE _____	COUNTRY _____
<b>CORPORATION:</b>		<b>TAX-EXEMPT</b>
CANADIAN	U.S.	OTHER FOREIGN COUNTRY
<b>CONTRACTOR/SOLE PROPRIETOR</b> (INDIVIDUAL CHARGING SALES TAXES)		<b>Please indicate your HST/GST number</b>
<b>CONTRACTOR/SOLE PROPRIETOR</b> (INDIVIDUAL IS NOT CHARGING SALES TAXES)		<b>Please indicate your SOCIAL INSURANCE NUMBER</b>
<b>SECTION 2 – SUPPLIER PAYMENT DETAILS</b>		
CANADIAN DOLLARS	OTHER CURRENCY _____ (by cheque only)	
<b>METHOD OF PAYMENT</b>		
CHEQUE	<b>DIRECT DEPOSIT (C\$ only)*</b> *Please attach a blank cheque with "VOID" written on or other related banking documents ( <i>recommended</i> )	SENATE CREDIT CARD
<b>DIRECT DEPOSIT EMAIL PAYMENT NOTIFICATION</b>		
EMAIL ADDRESS 1 _____e		EMAIL ADDRESS 2 _____e
<b>SECTION 3 – CONSENT *</b>		
<i>*Note: If a corporation, an authorized signing officer must complete and sign this form.</i>		
<i>I give my consent to the Senate of Canada to pay the invoices for the supplier identified in Section 1 through direct deposit to the financial institution that I have designated using the attached cheque with "VOID" written on it or my other attached related banking documents.</i>		
CONTACT NAME _____		TITLE _____
SIGNATURE _____		DATE _____

For contract or Purchase order please submit this completed and signed form (and supporting documents) to the Procurement Division of the Senate by e-mail to  
For invoice please submit this completed and signed form (and supporting documents) by e-mail to