



RETURN BIDS TO:

Office of the Superintendent of Financial
Institutions
Procurement and Contracting
255 Albert Street, 12th Floor
Ottawa, ON
K1A 0H2
Email: contracting@osfi-bsif.gc.ca

REQUEST FOR PROPOSAL

**Proposal To: Office of the
Superintendent of Financial Institutions**

We hereby offer to sell to Her Majesty the Queen in
right of Canada, in accordance with the terms and
conditions set out herein, referred to herein or
attached hereto, the goods, services, and
construction listed herein and on any attached sheets
at the price(s) set out thereof.

This document contains a Security Requirement

Vendor/Firm Name and address

Instructions:

Issuing Office – Bureau de distribution

Procurement and Contracting
255 Albert Street, 12th Floor
Ottawa, ON
K1A 0H2

Title Executive Search Services	
Solicitation No. 20150815	Date October 8 th 2015
Client Reference No. 20150815	
GETS Reference No. 20150815 -	
Solicitation Closes at 2:00 PM on October 23, 2015	Time Zone Eastern Standard Time EST
F.O.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : Isabelle Legault	
Telephone No. 613-990-6807	FAX No. 613-990-0081
Destination – of Goods, Services, and Construction: See Herein	

Delivery See Herein	Delivered Offered
Vendor/firm Name and address	
Facsimile No. Telephone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-	
Signature	Date



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PART 1 – GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Office of the Superintendent of Financial Institutions (OSFI) is seeking to establish a contract for the executive search services to fill one senior executive position by March 31st2016.

The Work to be performed is detailed under Annex “A” of the resulting contract clauses.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

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 [Standard Acquisition Clauses and Conditions](http://ccua-sacc.tpsgc-pwsc.gc.ca/pub/acho-eng.jsp) (<http://ccua-sacc.tpsgc-pwsc.gc.ca/pub/acho-eng.jsp>) 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 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to The Office of the Superintendent of Financial Institutions (OSFI) by the date, time and place indicated on page 1 of the bid solicitation.

2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least two business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) business 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all



bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Extension of Time

If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

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.



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

(a) Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 soft copy via email)

Section II: Financial Bid (1 soft copy via email)

Section III: Certifications (1 soft copy via email)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use a numbering system that corresponds to the bid solicitation.
- (b) Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period but must not exceed \$150,000 including travel and HST.

Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.



1.1 SACC Manual Clauses

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

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.
- (c) **Requests for Clarifications:** If Canada 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 Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- (b) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder’s sole cost) for the interview to take place at a location specified by Canada.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Mandatory Requirements		Complies Yes/No	Reference to Proposal
Firm Structure			
M1.	The Bidder must demonstrate that it has the capacity to provide experienced back-up resources and support services to ensure that timeframes are not impacted by absences of the identified lead resources.		
Experience			
M2	The Bidder* must demonstrate that it has successfully completed at least three (3) searches per year, over the past three (3) years, for senior-level executive positions in finance, treasury, risk-management or other governance related roles within the financial services industry.. (Successful is defined as a search where a candidate was found and was not replaced within the first year.) For each recruitment, the bidder must list the organization for which the search was conducted, the position that was being filled and the result.		



	*The searches must have been completed by the Bidder. Searches completed by the bidder's resource(s) while working for a company other than the bidder will not be accepted.		
Methodology			
M3	The bidder must provide their methodology/approach to conducting searches.		
M4	The Bidder must provide the strategy/approach used when a recruited resource has to be replaced or when the original search is unsuccessful.		
References			
M5	The Bidder must provide a minimum of two (2) client references from the past two (2) years. The bidder must provide a brief description of work carried out for each. Reference information must be complete and current and must include: <ul style="list-style-type: none"> <input type="checkbox"/> Name <input type="checkbox"/> Job Title <input type="checkbox"/> Employer <input type="checkbox"/> Nature of Professional Relationship <input type="checkbox"/> Telephone Contact Information 		

1.1.2 Point Rated Technical Criteria

Point Rated Requirements		Maximum Points	Reference to Proposal
R1.	2 points per additional recruitment, up to a maximum of five (5) searches, for candidates selected for senior-level executive positions in finance, treasury, risk-management or other governance related roles within the financial services industry. (over and above those identified for the mandatory criteria M2)	10	
R2	2 points per additional recruitment, up to a maximum of five (5) searches, for candidates selected for senior-level executive staff or policy setting roles in the federal or provincial public sector (over and above those identified for the mandatory criteria M2)	10	
R3.	2 points per additional recruitment, up to a maximum of ten (10) searches, for candidates selected for senior-level positions in the specific areas of <ul style="list-style-type: none"> ○ Banking ○ Insurance ○ Regulatory compliance 	20	



	<ul style="list-style-type: none"> ○ Risk management ○ Treasury & financial markets 		
	Total :	40	

1.1.3 Financial Evaluation

The total fee must reflect all expenses to be incurrent in the completion of the search and must not exceed \$150,000.00 including all applicable taxes, out-of-pocket expenses, travel and living expenses based on the following firm, all inclusive prices:

Service	Price (\$) per search
Full Comprehensive Search	<i>To be completed by bidder</i>
Screening, assessment and short listing of candidates	<i>To be completed by bidder</i>
Interviews	<i>To be completed by bidder</i>
Reference checks	<i>To be completed by bidder</i>
Documentation of process results	<i>To be completed by bidder</i>
Pools of candidates	<i>To be completed by bidder</i>
Total Evaluated Price (CAD)	\$

2. Basis of Selection

2.1 Highest Rated Within Budget To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points

2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

3. Security Requirement

3.1 Before award of a contract, the following conditions must be met:



- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6-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.

3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractor's Program – 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(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from *Human Resources and Skills Development Canada (HRSDC) - Labour's website*

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.

1.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:



- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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



Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



PART 6 – RESULTING CONTRACT CLAUSES

1. Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

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

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

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

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

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

2. Security Requirement

- Contractor personnel requiring access to PROTECTED information, assets or work site(s) of Her Majesty must each hold a valid personnel security screening at the requisite level of Reliability Status or higher, granted or approved either by Canadian Industrial Security Directorate (CISD), PWGSC or by Departmental Security Officer (DSO) / delegated security authority for the Office of the Superintendent of Financial Institutions (OSFI). This screening must be maintained at all times during the performance of the Contract/Standing Offer.
- The Contractor MUST NOT remove any PROTECTED information from OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.



Definitions:

Protected information refers to specific provisions of the *Access to Information Act* and the *Privacy Act* and applies to sensitive personal, private, and business information. (Source: Treasury Board of Canada Secretariat)

3. Statement of Work

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

4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/tous) Manual (<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/tous>) issued by Public Works and Government Services Canada.

4.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4.2 Supplemental General Conditions:

4008 (2008-12-12), Supplemental General Conditions - Personal Information;

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

4.3 Annexes

All Annexes apply to and form part of the Contract.

5. Term of the Contract

5.1 Period of Contract

The period of the Contract is from date of Contract to March 31st. 2016 inclusive.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Isabelle Legault
Title: Senior Contracting Officer
Office of the Superintendent of Financial Institutions



Contracting, Procurement and Asset Management
255 Albert Street, 12th Floor
Ottawa, ON K1A 0H2

Telephone: 613-990-6807
Facsimile: 613-990-0081
E-mail Address: contracting@osfi-bsif.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.

6.2 Project Authority

The Project Authority for the Contract is: [to be completed at contract award]

Name: _____
Title: _____
Office of the Superintendent of Financial Institutions
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor’s Representative [to be completed at contract award]

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7. Payment

7.1 Basis of Payment

7.1.1. Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm per service price of \$ _____ (insert amount at



contract award) based on the prices outlined in Annex B: Basis of Payment. Customs duties are included and Applicable Taxes are extra.

7.1.2. Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ 5,000.00

7.1.3. Total Estimated Contract Price : _____ (*insert the sum of the firm price and the limitation of expenditure*), **GST/HST extra**

7.1.4. **GST/HST:** Estimated Cost: \$ _____

7.2 Limitation of Expenditure

7.2 Limitation of Price

SACC Manual Clause C6000C (2011-05-16) Limitation of Price

7.3 Method of Payment

Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

7.5 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

SACC Manual Clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

8. Invoicing Instructions



- 8.1** 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 the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c) a copy of the monthly progress report.

- 7.1** Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions
255 Albert St, 12th Floor
Ottawa, ON K1A 0H2

- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

- 9.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____, *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable).*

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) 2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Confidentiality Agreement



- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarifications or amendment(s)*)

12. Joint Venture Contractor

- 12.1 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

(all the joint venture members named in the Contractor's original bid will be listed)

- 12.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

12.2.1. _____ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;

12.2.2. _____ by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

12.2.3. _____ all payments made by Canada to the representative member will act as a release by all the members.

- 12.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.

- 12.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

- 12.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

- 12.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

13. Professional Services – General

13.1 The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User’s operating environment.

13.2 If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the



existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).

- 13.3** All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- 13.4** The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- 13.5** If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

14. Safeguarding Electronic Media

- 14.1** Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- 14.2** If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately re-place it at its own expense.

15. Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

16. Confidentiality of Information



16.1 The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

16.2 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

16.3 The obligations of the Parties set out in this section do not apply to any information where the same information:

(a) is publicly available from a source other than the other Party; or

(b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,

or

(c) is developed by a Party without use of the information of the other Party

17. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such a process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

18. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



Annex "A" – Statement of Work

1. TITLE

EXECUTIVE SEARCH SERVICES

2. PROJECT OBJECTIVE

The Office of the Superintendent of Financial Institutions (OSFI) is seeking to establish a contract for the executive search services listed below in order to provide access to any or all of the following services:

- 1) Comprehensive Search
- 2) Screening, assessment and short listing of candidates
- 3) Interviews
- 4) Reference checks
- 5) Documentation of process results
- 6) Pools of candidates

3. PROJECT BACKGROUND

OSFI is seeking the services of an executive search firm to fill one senior executive position.. All processes undertaken must respect the values of OSFI and the Public Service of Canada, e.g. commitment to employment equity objectives and the achievement of a representative workforce and be undertaken in accordance with the *Public Service Employment Act*.

4. SCOPE OF WORK

The scope of work will cover the full range of services listed or any one or any combination of services listed in the project objective.

Tasks/Technical Specifications for Appointment-focused Processes

- 4.1 To develop an in-depth understanding of the requirements and essential qualifications of the position to be staffed.
- 4.2 To present to OSFI a detailed work plan which will include a list of activities, with specific dates, that are to be carried out and completed, the names, with CVs, of individuals responsible for the activities with specific reference to their experience and expertise in search and/or recruitment processes as well as their education and accreditation, along with details of assessment and screening tools and methodology to be used in the search and recruitment processes.
- 4.3 To present an initial progress report to the appropriate official or project authority, within three weeks from receipt of request, in order to confirm that the search process is developing according to expectations and to the work plan and to name and discuss the appropriateness of targeted , companies, associations and individuals.
- 4.4 To reconfirm thereafter, on a biweekly basis that the process steps are unfolding as planned and if need be, to propose a revised process direction.

Comprehensive Search



- 4.5** To research, complete and document a systematic and comprehensive search of appropriate target markets, companies, associations and individuals and present findings to OSFI's project authority.

Screening, Assessment and Identification / Short-listing of Candidates

- 4.6** To prepare and review with OSFI, a long list of potential candidates to determine their suitability prior to potential interviews
- 4.7** To meet with individuals identified and deemed suitable through the search process, (see 4.5) to determine level of interest and assess their potential fit with OSFI, on a preliminary basis, using the Statement of Merit Criteria.
- 4.8** To receive and screen applications received from the a job posting, using the Statement of Merit Criteria.
- 4.9** To meet with individuals whose applications were screened-in from the job posting, to determine level of interest and assess, on a preliminary basis, using the Statement of Merit Criteria.
- 4.10** To provide OSFI with CVs of all individuals from 4.7, 4.8 and 4.9.
- 4.11** To discuss the long list of potential candidates with the project authority, offering expert advice and council so that the best prospective executive candidates are considered, i.e. the choice with the longest-range potential and probability of success, mutual benefit and satisfaction.
- 4.12** In consultation with OSFI authorities, finalize a short-list of at least three (3) candidates based on discussion in 4.11

Interviews

- 4.13** To prepare, in consultation with OSFI authorities, interview questions and all interview documentation
- 4.14** To arrange, in consultation with OSFI authorities, formal interviews of short-listed candidates including interview schedules, travel arrangements and accommodation, following pre-approval by OSFI and based on Treasury Board Secretariat's established rates where applicable.

Reference Checks

- 4.15** To conduct, in consultation with OSFI authorities, and document reference checks based on OSFI leadership competencies and confirming data such as education, employment dates, positions held, and reasons for leaving previous positions.

Pools of Candidates

- 4.16** To draw up, in consultation with OSFI authorities and based on the Statement of Merit Criteria, a list of names of candidates deemed suitable and qualified for similar positions, as applicable. This list may be used to fill other OSFI position at no additional charge.

Documentation of Results

- 4.17** To complete the documentation of the results of all phases of the selection process including assessment reports and final board reports



5. DELIVERABLES

- 5.1** To provide a detailed work plan that will include a list of activities, with specific dates that they are to be carried out and completed, the names, with CVs of individuals responsible for the activities with specific reference to their experience and expertise in search and/or recruitment processes as well as their education and accreditation, along with details of assessment and screening tools and methodology to be used in the search and recruitment processes.
- 5.2** To provide written status reports to the Project Authority on a regular basis during the course of the process.
- 5.3** To communicate regularly with OSFI, as required by the Project Authority, throughout the selection process.
- 5.4** To provide OSFI with a list of target markets, regions, companies, associations and individuals deemed suitable for consideration and to be contacted to determine interest and suitability.
- 5.5** To provide OSFI with a summary of long- and short-listed candidates who meet the requirements as described in the Statement of Merit Criteria.
- 5.6** To provide OSFI with the results of reference checks.
- 5.7** To provide OSFI with interview questions, interview schedules and all other interview documentation as approved by the Project Authority. Location of interview is to be agreed upon by search firm and OSFI.
- 5.8** To provide OSFI with documented results of interviews and overall search results.
- 5.9** To provide OSFI with a list of names of candidates deemed suitable and qualified for specific or generic positions and/or specialized/shortage areas after a client-approved process.

6. GUARANTEE NON-PERFORMANCE

If an Executive who is hired through this process by OSFI resigns or is terminated for non-performance within twelve (12) months, the Contractor must provide a replacement of equal calibre or better at no professional fee, billing only for direct expenses.

7. CANDIDATES HANDS-OFF POLICY

The contractor must maintain a two-year “candidate hands-off” policy. This means that the contractor cannot approach candidates placed with OSFI, for other employment opportunities for a twenty-four month period after the start date of the candidate with the client department.

8. CONFIDENTIALITY

The Contractor must respect the privileged relationship they have with OSFI and be committed to strict confidentiality, both by professional ethics and common sense, to protect against unnecessary apprehension.



Annex “B” – Basis of Payment

To be completed at contract award.



Annex "C" - Security Requirements Check

SAS# 3822

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

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

Form with multiple sections: 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. Subcontract Number, 4. Brief Description of Work, 5-6. Access requirements questions, 7. Release restrictions, 7.c. Level of information.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
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UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

- 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
RELIABILITY STATUS / COTE DE FIABILITE
TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
SITE ACCESS / ACCÈS AUX EMPLACEMENTS
Special comments: / Commentaires spéciaux:
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

- 10. b) May unscreened personnel be used for portions of the work?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
11. b) Will the supplier be required to safeguard COMSEC information or assets?

PRODUCTION
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

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Security Classification / Classification de sécurité
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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO				COMSEC				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
	A	B	C								A	B	C	
Information / Assets / Renseignements / Biens / Production														
IT Media / Support TI														
IT Link / Lien électronique														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Gary Walker	Assistant Superintendent, Corporate Security		
Telephone No. - N° de téléphone 613-990-8761	Facsimile No. - N° de télécopieur 613-990-6328	E-mail address - Adresse courriel gary.walker@osfi-bsif.gc.ca	Date 29-09-2015
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Ray Bullard	Director		
Telephone No. - N° de téléphone 613-990-7781	Facsimile No. - N° de télécopieur 613-990-0081	E-mail address - Adresse courriel	Date 2015-10-01
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Isabelle Legault	Senior Procurement Officer		
Telephone No. - N° de téléphone 613-990-6807	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2015-10-05
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Annex "D" – Confidentiality Agreement

TO: CANADA
Re: CONTRACT NUMBER:

WHEREAS the undersigned is an employee (officer) (director) of the Contractor;

AND WHEREAS for the purpose of enabling the undersigned to carry out duties or functions as they relate to the work under the contract, the Contractor may from time to time disclose to him/her information.

NOW THEREFORE the undersigned undertakes and agrees as follows:

1. The undersigned agrees to treat as confidential the information and agrees not to disclose the information to any other person.
2. The confidentiality obligation imposed by section 1 shall not apply where:
 - (i) the information was known to the undersigned prior to disclosure under the contract by the Contractor;
 - (ii) the information is, at the time of disclosure under the contract, part of the public domain;
 - (iii) the information after the time of disclosure, becomes part of the public domain other than by disclosure by the undersigned;
 - (iv) the information is the same as information which has come to the undersigned from a third party who is not under a similar agreement or obligation of confidentiality to Canada;
 - (v) the undersigned is required to disclose the information by law, including pursuant to an order of a court of competent jurisdiction; or
 - (vi) Canada has approved the disclosure of the information.

3. *The terms "work", and "Canada" shall have the meanings ascribed to them by the contract.*

IN WITNESS WHEREOF the undersigned has executed this Undertaking this ____ day of _____, 2015.

CONTRACTOR

WITNESS

Signature

Signature

Name

Name