



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Office of the Superintendent of Financial Institutions Canada  
Procurement and Contracting  
255 Albert Street, 12<sup>th</sup> floor  
Ottawa, ON K1A 0H2  
Email : [Contracting@osfti-bsif.gc.ca](mailto:Contracting@osfti-bsif.gc.ca)

Bureau du surintendant des institutions financières Canada  
Achats et contrats  
255 rue Albert, 12<sup>e</sup> étage  
Ottawa, Ontario, K1A 0H2  
Courriel : [contracting@osfi-bsif.gc.ca](mailto:contracting@osfi-bsif.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Comments - Commentaires**

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

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.

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

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

**Proposition au : Bureau du surintendant des institutions  
financières Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

<b>Title – Sujet</b> <b>Executive Search Services</b>	
<b>Solicitation No. – N° de l'invitation</b> <b>20170014</b>	<b>Date</b> <b>April 7th, 2017</b>
<b>Client Reference No. – N° référence du client</b> <b>20170014</b>	
<b>GETS Reference No. – N° de référence de SEAG</b> <b>20170014</b>	
<b>Solicitation Closes L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
<b>at – à</b> <b>02 :00 PM – 14h00</b>	Eastern Daylight Time (EDT) Heure avancée de l'Est (HAE)
<b>on – le</b> <b>April 27th, 2017</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address inquiries to – Adresser toute demande de renseignements à :</b> <b>Isabelle Legault</b>	
<b>Area code and Telephone No. Code régional et N° de téléphone</b> 613-990-6807	<b>Facsimile No. / e-mail N° de télécopieur / courriel</b> 613-990-0081
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>	

**Instructions:** See Herein

**Instructions:** Voir aux présentes

<b>Delivery required -Livraison exigée</b> See Herein – Voir aux présentes	<b>Delivery offered -Livraison proposée</b>
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) <b>Compétence du contrat :</b> Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
<b>Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
Telephone No. - N° de téléphone	
e-mail - courriel	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



## Contents

<b>PART 1 - GENERAL INFORMATION</b> .....	<b>3</b>
1.1 <i>Security Requirement</i> .....	3
1.2 <i>Statement of Work</i> .....	3
1.3 <i>Debriefings</i> .....	3
<b>PART 2 - BIDDER INSTRUCTIONS</b> .....	<b>4</b>
2.1 <i>Standard Instructions, Clauses and Conditions</i> .....	4
2.2 <i>Submission of Bids</i> .....	4
2.3 <i>Enquiries - Bid Solicitation</i> .....	4
2.4 <i>Applicable Laws</i> .....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b> .....	<b>5</b>
3.1 <i>Bid Preparation Instructions</i> .....	5
<b>4.1 EVALUATION PROCEDURES</b> .....	<b>7</b>
<b>4.2 BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE</b> .....	<b>8</b>
<b>ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION</b> .....	<b>9</b>
<b>ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE</b> .....	<b>17</b>
<b>PART 5 – CERTIFICATIONS</b> .....	<b>19</b>
<b>ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT</b> .....	<b>20</b>
<b>ATTACHMENT 2 TO PART 5 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION</b> .....	<b>21</b>
<b>ATTACHMENT 3 TO PART 5 – ADDITIONAL CERTIFICATIONS</b> .....	<b>22</b>
<b>PART 6 - SECURITY REQUIREMENT</b> .....	<b>23</b>
<b>PART 7 - RESULTING CONTRACT CLAUSES</b> .....	<b>24</b>
1. <i>Interpretation</i> .....	24
2. <i>Statement of Work</i> .....	24
3. <i>Standard Clauses and Conditions</i> .....	24
4. <i>Security Requirement</i> .....	25
5. <i>Term of Contract</i> .....	25
6. <i>Authorities</i> .....	25
6.1 <i>Contracting Authority</i> .....	25
6.2 <i>Project Authority</i> .....	25
6.3 <i>Contractor's Representative</i> .....	26
7. <i>Proactive Disclosure of Contracts with Former Public Servants</i> .....	26
8. <i>Payment</i> .....	26
9. <i>Invoicing Instructions</i> .....	28
10. <i>Certifications</i> .....	28
11. <i>Applicable Laws</i> .....	28
12. <i>Priority of Documents</i> .....	28
13. <i>Dispute Resolution Services</i> .....	28
14. <i>Contract Administration</i> .....	29
<b>ANNEX “A” – STATEMENT OF WORK</b> .....	<b>30</b>
<b>ANNEX “B” - BASIS OF PAYMENT</b> .....	<b>34</b>
<b>ANNEX C SECURITY REQUIREMENTS CHECK LIST</b> .....	<b>35</b>
<b>ANNEX D DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES</b> .....	<b>39</b>
<b>ANNEX “E” – CONFIDENTIALITY AGREEMENT</b> .....	<b>41</b>



## **PART 1 - GENERAL INFORMATION**

### *1.1 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 7 - Resulting Contract Clauses.

### *1.2 Statement of Work*

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

### *1.3 Debriefings*

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



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 *Standard Instructions, Clauses and Conditions*

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract. The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>

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

- (i) Delete: sixty (60) days
- (ii) Insert: 120 days

In addition to the above mentioned validity period of 120 days, as per Section 9 of Annex A – Statement of Work, bids must remain valid for 120 days from the date of contract award.

### 2.2 *Submission of Bids*

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered. Bids must be delivered to the following email address by the time and date indicated below:  
At 02:00 PM On April 27th, 2017 Time Zone: Eastern Daylight Time (EDT)  
Email address for submitting your bid: [contracting@osfi-bsif.gc.ca](mailto:contracting@osfi-bsif.gc.ca)

For bid transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

### 2.3 *Enquiries - Bid Solicitation*

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

### 2.4 *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

### 3.1 Bid Preparation Instructions

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)
- Section IV: Additional Information (1 copy via email)

For bid transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

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 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

#### 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.

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

No prices must be indicated in the technical proposal.

**Résumés for Proposed Resources:** Where the experience, education or other qualifications (including professional designation or membership requirements) of proposed individuals will be evaluated, the résumé of each proposed individual should be included in the technical bid.

**Personnel Security:** Where there is a personnel security requirement, résumés should state the current level of personnel security held by the proposed individual(s) and their corresponding Canadian Industrial Security Directorate (CISD) file number(s).

**Education:** Where the education of a proposed individual will be evaluated, Canada will only consider academic credentials obtained from a recognized\* Canadian university, college or high school, or the equivalent for credentials obtained outside Canada, as established by a recognized\* Canadian academic credentials assessment service. (\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/2/home.canada>.)

Attachment 1 to Part 4: Technical Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid.

#### Section II: Financial Bid

II1 Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.

II2 Bidders must submit their rates FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.

II3 When preparing their financial bid, bidders should review the basis of payment in Annex B – Basis of Payment. Bidders should include the following information in their financial bid:

- 1) Their legal name;
- 2) Their Procurement Business Number (PBN); and
- 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
  - a) their bid; and
  - b) any contract that may result from their bid.

#### Section III: Certifications



Bidders must submit the certifications required under Part 5, including the attachments to Part 5.  
Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

**Section IV:    Additional Information**

Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 4 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country



## PART 4 - EVALUATION PROCEDURES

### 4.1 EVALUATION PROCEDURES

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

In addition to any other time periods established in the bid solicitation :

**Requests for Clarifications :** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 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.

**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 working days 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.

**Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

verify any or all information provided by the Bidder in its bid; or

contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.

**Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria (Step 1)

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

##### 4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

Point-rated technical criteria not addressed will be given a score of zero.

#### 4.1.2 Financial Evaluation (Step 3)

Refer to Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

**4.1.2.1** The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties

**4.1.2.2** The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a



contract guarantee.

4.1.2.3 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

## 4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 161 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 250 points.

Bids not meeting (a), (b) and (c) will be declared non-responsive.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		55 000,00 \$	50 000,00 \$	45 000,00 \$
<b>Calculations</b>	115/135 x 80 =68.15	89/135 x 80 = 52.74	92/135 x 80 = 54.52	92/135 x 80 = 56.30
	45/55 x 20 = 16.36	45/50 x 20 = 18.00	45/45 x 20 = 20.00	45/45 x 20 = 20.00
<b>Combined Rating</b>		84.51	70.74	76.30
<b>Overall Rating</b>		1st	3rd	2nd



## ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION

### *Mandatory Technical Criteria (MT)*

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

1.1 Mandatory Requirements		Complies Yes/No	Reference to Proposal
<b>Firm Structure</b>			
<b>M1.</b>	<p>The Bidder must demonstrate that they have provided executive search services for senior leadership positions*, for Canadian private sector companies in the Financial Industry or Canadian public sector organizations, for a minimum of five (5) consecutive years**.</p> <p>*Senior leadership position is define as positions higher than VP level EX-4 and above (ADM level and above for public sector)</p> <p>** The five (5) consecutive years may include the Supplier’s previous existence as a corporate entity before the current firm was created by merger, amalgamation or acquisition.</p>		
<b>M2</b>	<p>The Bidder must demonstrate that it has successfully*completed at least two (2) searches per year, over the past two (2) years, for senior-level executive* candidates in the financial industry regulated by OSFI.</p> <p>*Successfully is defined as a search where a candidate was found and was not replaced within the first year.</p> <p>For each recruitment, the bidder must list the organization for which the search was conducted, the position that was being filled and the result.</p> <p>*Senior-level executive is defined as higher than VP level.</p>		
<b>M3</b>	<p>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.</p>		



1.2 Point Rated Technical Criteria

The Bidder should demonstrate experience and qualifications with each one of the following requirements, some of which use information provided for Mandatory requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

Proposals which do not achieve the minimum pass marks stated in the tables will be deemed non-compliant and will not be considered further. If any individual pass mark is not achieved, the proposal will be considered non-compliant and will receive no further consideration; it is not sufficient to merely achieve a total sum of all pass marks in the proposal that meets or exceeds the total sum of the all pass marks required.

Each requirement will be assessed using the criteria stated in the tables.

#	Point Rated	Supplier Preparation Instructions	Maximum Points	Minimum Points Required
R1	<p>The Bidder should demonstrate that it has the experience in successfully* completing executive searches for senior leadership positions in the financial industry regulated by OSFI.</p> <p>*Successful is defined as a search where a candidate was found and was not replaced within the first 18 months.</p> <p>**Senior leadership position is defined as positions higher than VP level in the private sector and EX-04 or above in Public sector</p>	<p>The Bidder's proposal should demonstrate that during the past 36-month period, it has successfully* completed executive searches for senior leadership positions** in the financial industry regulated by OSFI, by submitting seven (7) successfully completed searches in one or more of these specific areas;</p> <p>Banking Insurance Accounting Capital Markets Credit Risk Operational &amp; other Risks</p> <p>and, including with each search:</p> <p>a) the search period including start and end dates; b) the name of the client company or organization; c) the role and responsibilities of the client company or organization; d) description of position and area of specialization; e) the services provided by the Supplier; and f) Reference contact name, e-mail address and telephone number of the client.</p>	<p>10 points for each successful search</p> <p>- maximum of 70 points</p>	50



#	Point Rated Requirements	Supplier Preparation Instructions	Maximum Points	Minimum Points Required
R2.	<p>The Bidder should demonstrate that it has the experience in the financial industry or public sector to successfully* deliver the requirements detailed in Annex A - Statement of Work.</p> <p>*Successful is defined as a search where a candidate was found and was not replaced within the first year.</p>	<p>In order to demonstrate the Supplier's experience in the financial industry or public sector, to successfully deliver the requirements detailed in Annex A - Statement of Work, the Supplier's technical arrangement should include a detailed description of all of the following:</p>		
		<p>a) the Supplier's organization, including experience in the field of providing executive search services, the number of employees, its primary office and other proposed service locations (if any);</p>	Up to a maximum of 10 points	
		<p>b) the Supplier's average time to complete successful executive search requests ;</p>	Up to a maximum of 10 points. (points will be given based on the rating table below (p.16));	
		<p>c) the Supplier's areas of expertise and types of executive searches performed;</p>	Up to a maximum of 10 points.  (points will be given based on the rating table below (p.16));	
		<p>d) what makes the Supplier's organization stand out from their competitors.</p>	Up to a maximum of 20 points. (points will be given based on the rating table below (p.16));	
Maximum Points =			<b>50</b>	<b>37</b>
#	Point Rated Requirements	Supplier Preparation Instructions	Maximum Points	Minimum Points Required.
R3	The Bidder should demonstrate that it has the	The Bidder's proposal should demonstrate that during the past 36-month period, it has	<b>15 points</b>	



	<p>experience in successfully* completing executive searches for senior leadership positions in other financial regulators and/or in any of OSFI's Financial Institutions Supervisory Committee (FISC) partner organizations: Department of Finance, Bank of Canada, Canada Deposit Insurance Corporation or the Financial Consumer Agency of Canada.</p> <p>*Successful is defined as a search where a candidate was found and was not replaced within the first 18 months.</p> <p>**Senior leadership position is defined as positions higher than VP level in the private sector and EX-04 or above in Public sector</p>	<p>successfully* completed executive searches for senior leadership positions** other financial regulators, by submitting one (1) successfully completed search in one or more of these specific areas;</p> <ul style="list-style-type: none"><li>• Banking</li><li>• Insurance</li><li>• Accounting</li><li>• Capital Markets</li><li>• Credit Risk</li><li>• Operational &amp; other Risks</li></ul> <p>and, including with each search:</p> <p>a) the search period including start and end dates; b) the name of the client company or organization; c) the role and responsibilities of the client company or organization; d) description of position and area of specialization; e) the services provided by the Supplier; and f) Reference contact name, e-mail address and telephone number of the client.</p>		
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#	Point Rated Requirements	Supplier Preparation Instructions	Maximum Points	Minimum Points Required
R4.	<p>The Bidder should demonstrate their approach to successfully* deliver the requirements detailed in Annex A - Statement of Work.</p> <p>*Successful is defined as a search where a candidate was found and was not replaced within the first year.</p>	<p>a) the approach for all steps of their executive search for private or public sector executive senior leadership positions including from request to successful placement.</p> <p>Note: The Supplier should provide sufficient detail to allow for a complete and full understanding of how the tasks will be carried out;</p>	<p>Up to a maximum of 30 points (points will be given based on the rating table below (p.16));</p>	
		<p>b) the approach should an executive search for a private or public sector executive senior leadership position be unsuccessfully completed and the action the Supplier would take in the event of an unsuccessful search.</p>	<p>Up to a maximum of 20 points. (points will be given based on the rating table below (p.16));</p>	
		<p>c) the creative and innovative approach to ensuring searches for private or public sector executive senior leadership positions are efficient and cost effective;</p>	<p>Up to a maximum of 10 points. (points will be given based on the rating table below (p.16));</p>	
		<p>d) the Suppliers approach to staffing, recruitment, training, retention and professional development of their own personnel;</p>	<p>Up to a maximum of 10 points. (points will be given based on the rating table below (p.16));</p>	
		<p><b>Maximum Points =</b></p>	<p><b>70 points</b></p>	<p><b>49 points</b></p>



#	Point Rated Requirements	Supplier Preparation Instructions	Maximum Points	Minimum Points Required
R5	<p>The Bidder should demonstrate that the proposed resource to provide Account Manager services has experience related to the coordination of successful financial industry or public sector executive searches for senior leadership positions*, in order to successfully** deliver the requirements and perform the services detailed in Annex A - Statement of Work.</p> <p>*senior leadership positions is defined as higher than VP level in the private sector and EX-04 or above in Public sector</p> <p>**Successful is defined as a search where a candidate was found and was not replaced within the first 18 months.</p>	<p>A minimum of five (5) successfully completed searches during the past 36-month period, for which the proposed Account Manager coordinated the executive search services.</p> <p>For each of the five (5) searches, the Supplier's technical arrangement should include:</p> <ul style="list-style-type: none"><li>a) the name of the proposed Account Manager;</li><li>b) the search period, including start and end dates;</li><li>c) the name and address of the client company or organization, indicating whether the client is in the private sector or the public sector;</li><li>d) the title, role and responsibilities of the position;</li><li>e) the description of the position and specialization; and</li><li>f) the reference contact name, job title, e-mail address and telephone number of the client (Note: references are for verification of work undertaken.)</li></ul>	<p><b>5 points for each search.</b></p> <p>maximum of 25 points</p>	<p><b>15 Points</b></p>



#	Point Rated Requirements	Supplier Preparation Instructions	Maximum Points	Minimum Points Required
R6	The Bidder should demonstrate it has a complete understanding of the requirements in Annex A - Statement of Work.	a) that the Supplier understands the Government of Canada's senior leadership needs, including the Government's commitments and policy objectives; and	Up to a maximum of 10 points (points will be given based on the rating table below (p.16));	
		b) that the Supplier understands how conducting a search for a senior OSFI leadership position differs from a search for other public and or private sector senior leadership positions.	Up to a maximum of 10 points (points will be given based on the rating table below (p.16));	
<b>Maximum Points =</b>			<b>20 points</b>	<b>10 points</b>
TOTAL: PASS MARK:			<b>/250 points</b>	<b>161 points</b>



<b>Rating Table</b>	
<b>Percentage of Available Points</b>	<b>Basis for Percentage Distribution</b>
0%	The response is deficient. Supplier receives 0% of the available points for this element.
50%	The response includes some information, but is also missing a substantial amount of information. Supplier receives 50% of the available points for this element.
70%	The response includes most of the information required to be complete. Supplier receives 70% of the available points for this element.
85%	The response includes a substantive amount of the information required to be complete. Supplier receives 85% of the available points for this element.
100%	The response is complete. Supplier receives 100% of the available points for this element.



**ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- (b) any travel expenses for travel between the Contractor's place of business and the NCR; and
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The total fee must reflect all expenses to be incurrant in the completion of the search and must include all applicable taxes, out-of-pocket expenses, travel and living expenses based on the following firm, all-inclusive prices:

**Position 1 Salary rate \$187,500-\$234,300**

<b>Service</b>	<b>Firm price for position 1</b>
Tasks/Technical Specifications for Appointment-Focused Processes	<i>To be completed by bidder</i>
Comprehensive Search	<i>To be completed by bidder</i>
Advertising of opportunities*	<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>
Other Tangible and Related Services*	<i>To be completed by bidder</i>
Pools of candidates	<i>To be completed by bidder</i>
Total Position 1 (CAD)	\$

\*These services are cost reimbursable.

**Position 2 Salary rate \$251,100-\$313,600**

<b>Service</b>	<b>Firm price for position 2</b>
Tasks/Technical Specifications for Appointment-Focused Processes	<i>To be completed by bidder</i>
Comprehensive Search	<i>To be completed by bidder</i>
Advertising of opportunities*	<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>
Other Tangible and Related Services*	<i>To be completed by bidder</i>
Pools of candidates	<i>To be completed by bidder</i>



Total Position 2 (CAD)	\$
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\*These services are cost reimbursable.

**Total evaluated price = (Total Position 1 + Total position 2) \$\_\_\_\_\_**



## PART 5 – CERTIFICATIONS

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

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

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

### Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003 (2016-04-04). The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 5.1 Certifications Required with the Bid

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

##### 5.1.1 Integrity Provision – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

##### 5.1.2 Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 – Information on Former Canadian Public Servant**, as part of their bid.

##### 5.1.3 Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed **Attachment 2 to Part 5 – Federal Contractors Program for**

**Employment Equity - Certification**, as part of their bid.

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

The Bidder must include as part of their bid a completed Attachment 2 To Part 5 - Federal Contractors Program for Employment Equity - Certification. If the Bidder is a Joint Venture, the Bidder must include as part of their bid a completed Attachment 2 To Part 5 - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



### ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

#### Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant**, as part of their bid.

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

#### A. 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 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.

#### B. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes**  **No**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### C. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**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 adjustment 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 Applicable Taxes.



## ATTACHMENT 2 TO PART 5 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

### Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed **Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification**, as part of their bid.

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/index.shtml)).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



## ATTACHMENT 3 TO PART 5 – ADDITIONAL CERTIFICATIONS

### Additional Certifications

Bidders must submit **Attachment 3 to Part 5 - Additional Certifications** as part of their bid.

#### A. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive

#### B. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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.



## PART 6 - SECURITY REQUIREMENT

### 6.1 Security Requirement

6.1.1 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 7 - 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 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 – Bid Preparation Instructions, Section IV: Additional Information.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. The decision to delay the award of the contract, to enable the successful bidder to obtain the required security clearance, remains at the sole discretion of the contracting authority.

6.1.3 For additional information on security requirements, bidders should consult the "Security Requirements for 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 7 - RESULTING CONTRACT CLAUSES

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

### 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. Statement of Work

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

### 3. 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010B (2016-04-04) General Conditions - General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 3.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information



4008 (2008-12-12) Personal Information

#### 4. 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)

##### 4.1. Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

#### 5. Term of Contract

##### 5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31<sup>st</sup>, 2018 inclusive.

##### 5.2 Termination on Thirty Days Notice

5.2.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

5.2.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

#### 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 Canada

Directorate

Address: 255 Albert St. Ottawa, ON, K1A 0H8

Telephone: 613-990-6807

Facsimile: 613-998-0081

E-mail address: [contracting@osfi-bsif.gc.ca](mailto: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 inserted at contract award.**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Office of the Superintendent of Financial Institutions Canada  
Directorate: \_\_\_\_\_  
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**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

**7. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**8. Payment**

**8.1 Basis of Payment**

**8.1.1 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.

**8.1.2 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](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: \$15,000.00

**8.1.3 Other Direct Expenses (section 3.3 and 3.7 of the SOW)**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported



by receipt vouchers.

Estimated Cost: \$

**8.1.4 Total Estimated Contract Price :** \_\_\_\_\_ *(insert the sum of the firm price and the limitation of expenditure), GST/HST extra*

**8.2 Limitation of Expenditure**

8.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

8.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

when it is 75 percent committed, or

four (4) months before the contract expiry date, or

as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

8.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**8.2.4 Cost Submission**

If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.

The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.

Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

**8.3 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 Contractor must repay any overpayment, at Canada's request.

**8.4 Method of Payment**

**8.4.1 Monthly Payment**

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

- 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 Canada;
- c) the Work performed has been accepted by Canada.

**8.4.2 Payment by Direct Deposit**

Payments by direct deposit will be subject to Article 12 – Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010B General Conditions – Medium Complexity, Professional Services (2016-04-04).



## 9 Invoicing Instructions

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

9.2 Claims must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Office of the Superintendent of Financial Institutions  
255 Albert St, 12<sup>th</sup> 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.

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

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

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

## 11. Applicable Laws

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

## 12. 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) General Conditions 2010B (2016-04-04) Medium Complexity *professional Services*

(c) Annex A, Statement of Work

(d) Annex B, Basis of Payment;

(e) Annex C, Security Requirements Check List;

(f) Annex D, Direct Deposit form

(g) Annex E, Confidentiality Agreement

(h) The Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"as clarified on \_\_\_\_\_." **or** "as amended on \_\_\_\_\_." *and insert date(s) of clarification(s) or amendment(s)*).

## 13. 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](mailto:boa.opo@boa.opo.gc.ca).

#### **14 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](mailto:boa.opo@boa.opo.gc.ca).



## Annex “A” – Statement of Work

### 1. TITLE

#### EXECUTIVE SEARCH SERVICES

Office of the Superintendent of Financial Institutions (OSFI) is seeking the professional services of an executive search firm to concurrently fill two senior level executive positions.

The Office of the Superintendent of Financial Institutions (OSFI) is an independent agency of the Government of Canada, established in 1987 to contribute to the safety and soundness of the Canadian financial system. OSFI supervises and regulates federally registered banks and insurers, trust and loan companies, as well as private pension plans subject to federal oversight.

More information about OSFI’s role and mandate is available on the [website](#).

### 2. OBJECTIVE

OSFI is seeking professional services of an executive search firm in order to successfully fill up to two senior executive positions. These positions report directly to the Superintendent of Financial Institutions, or at one level lower. The annual salaries of these positions range from between \$187,500-\$234,300 and \$251,100-\$313,600 with possibility to negotiate into a market premium range.

One of the senior level executive positions is currently vacant and needs to be filled in the short-term, while the other position is for a planned departure at the end of summer 2017.

OSFI’s workforce, specifically in its Supervision and Regulation sectors, is predominantly staffed with candidates selected from the financial industry regulated by OSFI. Their area of specialty include: banking, insurance, accounting, actuarial, capital markets, credit risk, operational and other risks.

To ensure efficient and effective services, OSFI is looking for the Contractor to provide the services of an Account Manager. The Account Manager is the individual responsible for direct communication with the Project Authority and will serve as the key point of contact throughout the Executive Search process.

All processes undertaken must respect the values of OSFI and the staffing values of fairness, transparency, access, and representativeness. In doing so, positions will be staffed in accordance with the *Public Service Employment Act* and will respect Canada’s linguistic duality and human rights.

### 3. SCOPE OF WORK

The scope of work will cover the full range of services, including:

- a) Tasks/Technical Specifications for Appointment-Focused Processes;
- b) Comprehensive Search;
- c) Advertising of opportunities;
- d) Screening, assessment and short listing of candidates;
- e) Interviews;
- f) Reference checks;
- g) Other Tangible and Related Services; and
- h) Pools of candidates.

#### 3.1 Tasks/Technical Specifications for Appointment-Focused Processes

The Contractor must:

- Develop an in-depth understanding of the requirements and essential qualifications of the position(s) to be staffed.
- 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.



- Provide the Project Authority with a list of target markets, regions, associations and individuals deemed suitable for consideration and to be contacted to determine interest and suitability.
- Present an initial progress report to the appropriate official or project authority, within two 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.
- Prepare reference material packages for potential candidates (e.g., regarding the organization and position) and reference material packages or binders for selection committee members (e.g., regarding the organization and position and the candidates being considered) in preparation for interviews and meetings.
- Reconfirm thereafter, on a biweekly basis in writing that the process steps are unfolding as planned and if need be, to propose a revised process direction.

### 3.2 Comprehensive Search

The Contractor must:

- Research, complete and document (i.e. provide lists) a systematic and comprehensive search of appropriate target markets, companies, associations and individuals and present findings to OSFI's project authority.

### 3.3 Advertising of opportunities

The Contractor must:

- Develop for consideration and approval by the Project Authority, advertising/awareness campaigns, including the selection criteria and notice of vacancy ads in newspapers, bulletins, professional association journals or selected publications, relevant association websites, and electronic job advertising sites.
- Undertake placement and timing of advertising of the position in the media (if required and approved by the Project Authority) including but not limited to placing ads in: newspapers, bulletins, professional association journals or select publications, relevant association websites and electronic job advertising sites.

### 3.4 Screening, assessment and short listing of candidates

The Contractor must:

- Meet with individuals identified and deemed suitable in the search process, (see 3.2) to determine level of interest and assess their potential fit with OSFI, on a preliminary basis, using the Statement of Merit Criteria.
- Receive and screen applications received from the advertising and job posting, using the Statement of Merit Criteria.
- Meet with individuals whose applications were screened-in from the advertising and job posting, to determine level of interest and assess, on a preliminary basis, using the Statement of Merit Criteria.
- Provide OSFI with CVs of all individuals from 3.2 to 3.3.
- Provide OSFI with a long list, comprising names of individuals targeted and individuals who responded to the job posting, deemed suited for the position, based on the Statement of Merit Criteria.
- 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.
- In consultation with OSFI board members, finalize a short-list of at least five (5) candidates to be interviewed for the position(s) being staffed. Of the five (5) candidates more than one (1) should be fully qualified from which the organization will choose for the position(s) based on right fit.

### 3.5 Interviews

The Contractor must:

- Prepare, in consultation with OSFI board members, interview questions and all interview documentation.
- Arrange, in consultation with OSFI board members, 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.



### 3.6 Reference checks

- Conduct, in consultation with OSFI board members, reference checks based on OSFI's leadership competencies and confirming data such as education, employment dates, positions held, and reasons for leaving previous positions.
- Provide the results of the reference checks and other data checks, including salary expectations undertaken to the Project Authority.
- Prepare and submit to the Project Authority written reports detailing the outcomes of data and reference checks, within one week of their completion.

### 3.7 Other Tangible and Related Services

The Contractor must:

- Provide (if required and approved by the Project Authority) other tangible and related services that would add value to the search process, including but not limited to:
- undertaking or arranging psychometric assessments on select candidates and subsequent debriefings; and
- videoconferences, specialized background checks or tax or legal consultation for the candidate.

Note:

The services provided in 3.7 are cost reimbursable.

### 3.8 Pools of candidates

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.

## 4. DELIVERABLES AND SCHEDULE

### Documentation of Results

One of the senior level executive positions is currently vacant and needs to be filled in the short-term, while the other position is for a planned departure at the end of summer.

The contractor must provide the following deliverables, based on the sequence of each phase of the selection process:

- 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.
- A written status reports to the Project Authority on a regular basis during the course of the process.
- Regular communications with OSFI, throughout the selection process, as specified by the Project Authority.
- A list of target markets, regions, companies, associations and individuals deemed suitable for consideration and to be contacted to determine interest and suitability.
- A copy of the advertisements and job postings in newspapers, professional association journals, selected publications and electronic job advertising sites.
- A summary of long- and short-listed candidates who meet the requirements as described in the Statement of Merit Criteria.
- The reference checks' results.
- The 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.



- The results of interviews and overall search results.
- 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.
- A final report of the search process, outlining the recruitment strategy, copies of media advertisements, including the publication schedules, the number of individuals contacted, the number of applicants and referrals, and other information relevant to the search process, including copies of invoices related to travel, accommodation (including interview rooms) and other logistical support costs.

#### 5. METHOD OF ACCEPTANCE

All deliverables will be subject to review and acceptance by the Project Authority.

#### 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 caliber 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.

#### 9. TERMINATION FOR NON PERFORMANCE

9.1 The Contracting Authority may terminate the Contract in its entirety, upon five business days written notice to the Contractor, for Non Performance. Failure to satisfactorily perform any of the Work outlined in this Statement of Work constitutes Non Performance.

If during the initial one (1) year contract period following contract award, the Contract is terminated in accordance with this clause, even if the bid validity period has passed, OSFI reserves the right (but not the obligation) to ask the next-ranked responsive bidder(s) if its bid remains open for acceptance and to award to the next-ranked bidder who confirms its bid remains valid.



### ANNEX “B” - BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (*insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)"*), as specified in \_\_\_\_\_ (*insert "the contract" OR "Annex \_\_\_\_"*), for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**Position 1 Salary rate \$187,500-\$234,300**

<b>Service</b>	<b>Firm price for position 1</b>
Tasks/Technical Specifications for Appointment-Focused Processes	<i>To be completed by bidder</i>
Comprehensive Search	<i>To be completed by bidder</i>
Advertising of opportunities*	<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>
Other Tangible and Related Services*	<i>To be completed by bidder</i>
Pools of candidates	<i>To be completed by bidder</i>
Total Position 1 (CAD)	\$

\*These services are cost reimbursable.

**Position 2 Salary rate \$251,100-\$313,600**

<b>Service</b>	<b>Firm price for position 2</b>
Tasks/Technical Specifications for Appointment-Focused Processes	<i>To be completed by bidder</i>
Comprehensive Search	<i>To be completed by bidder</i>
Advertising of opportunities*	<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>
Other Tangible and Related Services*	<i>To be completed by bidder</i>
Pools of candidates	<i>To be completed by bidder</i>
Total Position 2 (CAD)	\$

\*These services are cost reimbursable.

**Total evaluated price = (Total Position 1 + Total position 2) \$ \_\_\_\_\_**



# ANNEX C SECURITY REQUIREMENTS CHECK LIST



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)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	OSFI	2. Branch or Directorate / Direction générale ou Direction HR&A, Corporate Services Sector
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Executive Search on behalf of the Superintendent and Assistant Superintendent Reg Sector		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





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

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**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?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**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?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMBLEMES                  |   |   |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**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?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**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?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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) Natalie Harrington	Title - Titre Managing Director, HR&A	Signature 
Telephone No. - N° de téléphone 613-990-7774	Facsimile No. - N° de télécopieur 613-990-9017	E-mail address - Adresse courriel natalie.harrington@osfi-bsif.gc.ca
		Date APR 04 2017

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) John Bucciarelli	Title - Titre Director, SAS	Signature
Telephone No. - N° de téléphone 613-990-7781	Facsimile No. - N° de télécopieur 613-990-0081	E-mail address - Adresse courriel john.bucciarelli@osfi-bsif.gc.ca
		Date

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?

No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

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

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

# ANNEX D DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

Protected "B" when completed  
Protégé « B » lorsque rempli

## DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES

**PRIVACY NOTICE** The personal information is collected under the Financial Administration Act, ss. 17(1) and 35(2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the *Privacy Act*. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

## FORMULAIRE D'INSCRIPTION AU DÉPÔT DIRECT POUR LES ENTREPRISES

**AVIS DE CONFIDENTIALITÉ** Les renseignements personnels sont recueillis en vertu de la *Loi sur la gestion des finances publiques*, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la *Loi sur la protection des renseignements personnels*. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

### PART A - PARTIE A

1) Business Name  
Nom de l'entreprise

Business Address  
Adresse de l'entreprise (Include Unit No., R.R. or P.O. Box - Indiquer le n° d'unité, la route rurale ou la case postale)

City, Town  
Ville

Postal Code  
Code postal

Province

2) Authorized Representative's Name  
Nom du représentant autorisé

Email Address  
Adresse courriel

Telephone  
Téléphone

Fax  
Télécopieur

### PART B - PARTIE B

Branch No.  
N° de succursale

Institution No.  
N° de l'institution

Account No.  
N° de compte

Name of Account Holder(s)  
Nom(s), titulaire(s) du compte

Financial Institution's Stamp Here  
Cachet de l'institution financière ici



**How to complete Part B**

See example below

1. Cheque number - not required.
2. Branch number - 5 digits.
3. Institution number - 3 digits.
4. Account number - as shown on your cheque.

**Comment remplir la partie B**

Voir l'exemple ci-dessous

1. Numéro du chèque - pas nécessaire.
2. Numéro de la succursale - 5 chiffres.
3. Numéro de l'institution - 3 chiffres.
4. Numéro de compte - comme il est indiqué sur votre chèque.

Name / Nom		<b>Example / Exemple</b>		Cheque No.	0000000
P.O. Box / C.P. 000				N° de chèque	
City / Ville, Canada H0H 0H0					
Pay to the order of		<i>"Void"</i>		\$	
Payez à l'ordre de					Dollars
		<i>&lt;Nul&gt;</i>		Signature	
9999	9999999999999999	9999	999999999999	9999	999999999999
1	2	3	4		

Instead of completing Part B, you can attach a blank cheque for your bank account with "VOID" written on it. DO NOT ENCLOSE ANYTHING OTHER THAN YOUR VOIDED CHEQUE WITH THIS FORM.

Au lieu de remplir la partie B, vous pouvez joindre un spécimen de chèque portant la mention « NUL » au recto. À L'EXCEPTION DE VOTRE SPÉCIMEN DE CHÈQUE, NE JOIGNEZ AUCUN AUTRE DOCUMENT AU PRÉSENT FORMULAIRE.

**PART C - PARTIE C**

Account Identifier (e.g. vendor code)  
Identificateur de compte (p. ex. code de fournisseur)

**NOTE:**  
If you are unsure what account identifier to use, contact the Government of Canada department with whom you do business.

**NOTA :**  
Si vous ne savez pas quel identificateur de compte utiliser, communiquez avec le ministère avec lequel vous faites affaire.

**PART D - PARTIE D**

I, as an authorized representative of this business, grant the Receiver General for Canada the right to deposit future payment(s) directly into the bank account specified until further notice.

En tant que représentant(e) autorisé(e) de cette entreprise, j'accorde au receveur général du Canada le droit de déposer les prochains paiements directement dans le compte bancaire désigné, et ce, jusqu'à nouvel ordre.

Date (YYYYMMDD)  
Date (AAAAMMJJ)

Signature of Authorized Representative  
Signature du (de la) représentant(e) autorisé(e)

▶ Preferred Language  
Langue de préférence

 English  
Anglais Français  
Français



### Annex "E" – Confidentiality Agreement

CANADA

**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.

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 \_\_\_\_\_, 2017.

CONTRACTOR

WITNESS

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Name \_\_\_\_\_

Name \_\_\_\_\_