



REQUEST FOR PROPOSAL (RFP)

Subject:

Executive Search Services

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

Issue Date:

July 29, 2022

Closing Date and Time:

August 12, 2022 at 11:00 AM EDT

RFP No:

SEN-031 22/23

SENATE OF CANADA INFORMATION

For all enquiries the contracting authority is:

Contact: Kelly Shields
Title: Sr. Procurement Advisor
Address: 40 Elgin Street, 11th floor, Ottawa, ON K1A 0A4, Canada
Telephone no: 613-995-8888 X 4
E-mail: Proc-appr@sen.parl.gc.ca

Bids can be delivered by e-mail only to the address of the contracting authority below.

E-mail: Proc-Appr@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

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

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

Name of Firm:

Name of Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:



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PART 1 - GENERAL INFORMATION

1. Introduction

This Request for Proposal (RFP) is divided into six (6) parts, five (5) annexes, as follows:

Part 1 General Information: provides a general description of the requirement.

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the RFP;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract;

Part 6 Terms of Work and Payment;

Annex "A" Statement of Work (SOW);

Annex "B" Basis of Payment;

Annex "C" Language Proficiency Form;

Annex "D" Direct Deposit Enrollment Form

Annex "E" Non-Disclosure Form

2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for Executive Search Services, as defined in Annex "A" - Statement of Work, for a period of eight **(8) weeks from signature of contract.**

3. Debriefings

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

4. Bid Submission Language

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

5. Key Terms and Definitions

Terms	Definitions
Account Manager	an employee of the contractor and who manages the relationship between the Senate and the contractor. Does not manage the running of the project.
Bidder	the person or entity submitting a bid to perform a contract for the purchase of services. It does not include the parent, subsidiaries or other affiliates of the bidder, or its subcontractors.
Statement of Work (SOW)	the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all services to be delivered.
Responsive bid	a bid that complies with the invitation to bid and all prescribed.



PART 2 – BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate invites bidders to respond to this RFP to provide Executive search services as described in Annex “A” – Statement of Work (SOW).

2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated and returned with the bidder’s mandatory requirements bid thereby providing acknowledgement that they have read, understood and accepted the complete bid package and all addenda issued.
- II. The chief executive officer or a designate who has been authorized to commit the bidder to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the bid.

3. Irrevocable Bids

- I. Bids will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the RFP, unless specified otherwise in the RFP.
- II. The Senate reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, and within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the bid altogether.

4. Cost Related to the Preparation of Bids

- I. No direct or indirect payment will be made for any costs that may be incurred relative to the preparation or submission of a bid in response to this RFP. All electronic documents shall become the property of the Senate and will not be returned.

5. Joint Venture

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



of the joint venture. The contracting authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as their representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

6. Enquiries and Communications

- I. The contracting authority for all enquiries and other communications regarding this RFP is stated on the cover page of this document. All communication or enquiries must be directed **ONLY** to that person. Non-compliance with this condition may, for that reason alone, result in the disqualification of bidder's bid.
- II. RFP enquiries regarding this RFP must be received by e-mail at Proc-Appr@sen.parl.gc.ca by the contracting authority, **no later than August 4, 2022 at 11:00 am EDT**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except when the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate.
- III. To ensure the equality of information among bidders, answers to enquiries which are relevant to the RFP will be provided to all bidders simultaneously posting of responses to BuyandSell.gc.ca, without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

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

8. Price Justification

- I. In the event that only a single responsive bid is received, the bidder must provide any price justification document(s) requested by the Senate. Price justification documents may include one or more of the following:
 - a. a current published price list indicating the percentage discount available to the Senate
 - b. a copy of paid invoices for similar services provided to other clients;
 - c. a price breakdown showing the cost of direct labor and profit;
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate may reject a bid in the following circumstances:



- a. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees involved in the preparation of the RFP in any manner is or was in any situation of conflict of interest or an appearance of conflict of interest;
 - b. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the services described in the RFP (or any similar such services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest; however, the bidder remains subject to the criteria established above.
- III. If the Senate intends to reject a bid under this section, the contracting authority will inform the bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the contracting authority before bid closing. By submitting a bid, the bidder represents that they do not consider themselves to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within the Senate's sole discretion to determine if a conflict of interest, unfair advantage or appearance of conflict of interest or unfair advantage exists

10. Ownership of RFP documents

- I. This RFP and all supporting documentation have been prepared by the Senate and remain the sole property of the Senate, Ottawa, Canada. The information is provided to the bidder solely for their use in connection with the preparation of a response to this RFP and shall be considered proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed either directly or indirectly to any third party, except to those of the bidder's employees who have a need to know for the preparation of the bidder's response. The bidder further agrees not to use the documents for any purpose other than that for which they are specifically furnished.

11. Funding Approvals

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

12. Applicable Laws

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

13. Level of Security

- I. In accordance with the Senate Accreditation Policy a valid security clearance is a condition of any Senate contract and is required for all individuals with whom



the Senate may need to share or provide access to sensitive or classified information, assets, or facilities.

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



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate requests that bidders provide their bid in separate electronic files in a single transmission as follows:

File I: Mandatory Criteria (one soft copy in PDF format) and page 1 of the RFP signed

File II: Technical Bid (one soft copy in PDF format)

File III: Financial Bid – Annex “B” – All-inclusive pricing and Basis of Payment (one soft copy in PDF format)

File IV: Annex “D” - Direct Deposit Enrollment Form (one soft copy in PDF format)

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

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

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

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

File I: Mandatory Criteria

- I. In the “Mandatory Criteria” section of their bid, bidders should clearly indicate how they meet each of the mandatory criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection.

File II: Technical Bid

- I. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and describe in a thorough, concise and clear manner, their approach to carrying out the work.
- II. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the bid, the Senate requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

File III: Financial Bid - Annex “B” – All-inclusive Pricing and Basis of Payment

- I. All-inclusive pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their financial bid in Canadian funds, and in accordance with Annex “B” – All-inclusive Pricing and Basis of Payment.



File IV: Annex "D" – Direct Deposit Enrollment Form

- I. Bidders must complete, sign and return Annex "D" – Direct Deposit Enrollment Form with their bid.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the RFP including the mandatory criteria, technical criteria and financial bid.
- II. The Senate will conduct the RFP process in a fair manner and will treat all bidders equally. Objective standards and evaluation criteria will be applied uniformly to all bidders.
- III. An evaluation team composed of representatives of the Senate will evaluate the bids.
- IV. It is the responsibility of a bidder to ensure that their bid is clear and complete. The Senate reserves the right to contact any bidder during the evaluation of bids to obtain clarifications. If the Senate seeks clarification or verification from a bidder about their bid, the bidder will have **two (2) working days** (or a longer period if specified in writing by the contracting authority) to provide the necessary information to the Senate. Failure to meet this deadline will result in the bidder being declared non-responsive, and the bid will receive no further consideration.

2. Mandatory Criteria (Phase 1)

- I. Bidders must ensure full compliance with all the following mandatory requirements. Failure to clearly demonstrate full compliance or to provide supporting documentation will result in the disqualification of the bid.
- II. The bidder must include the “Mandatory Criteria Table” as an appendix in their bid and ensure that the relevant page and paragraph numbers in the bid are indicated in the column entitled “Cross Reference” for all mandatory information that is included.

The mandatory criteria are as follows:

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Firm Experience</p> <p>The Bidder must demonstrate five years of experience in successfully completing executive searches for senior positions (i.e., Boards of Directors, CEO, CFO, Vice-President or equivalent) in the Canadian Federal Public Service and in the Private sector within the last 10 years.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide this information will result in your</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	bid being given no further consideration.		
<p>M2. Bidder's National Presence</p> <p>The Bidder must demonstrate it has a National Canadian presence (Eastern, Central and Western provinces) delivering executive search services.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory requirement; and • a list of where their offices are established in Canada. <p>All information requested must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M3. Executive Search Account Manager</p> <p>The Bidder must demonstrate that the proposed Account Manager possesses 10 years of work experience as an Executive Search Account Manager within the past 20 years, with at least 5 of these years of experience occurring within the last 5 years from the bid closing date. This experience encompasses providing executive search services for senior leadership positions in Canadian private and public sector organizations and must include evidence of conducting diversity and employment equity recruitment.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> • The name and contact information (phone or email) of the Account Manager; and • a curriculum vitae which details the relevant work experience for the proposed Account Manager. <p>All information requested must be provided under Mandatory Criterion (M3) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M4. Additional Resource</p> <p>The Bidder must demonstrate that it has the capacity to provide an additional experienced resource to support the work and deliver it within established timeframes.</p> <p>This resource must have a minimum of 5 years' experience.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> • name and contact information (phone or email) of the additional resource; and • a curriculum vitae for the additional resource that includes a detailed summary of relevant work experience for the proposed additional resource. <p>All information requested must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration</p>		
<p>M5. References</p> <p>The Bidder must provide three (3) references for whom similar successful Executive Searches were performed in the last two (2) years involving the proposed account manager and of which at least one reference from a public sector organization and one was private sector organization.</p> <p>The Bidder must demonstrate efforts made to reach employment equity candidates in at least one (1) of the three (3) examples.</p> <p>Public sector is defined as a municipal, provincial, and federal department and agencies.</p> <p>This Mandatory requirement will be evaluated under rated criteria R.4.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following for each reference:</p> <ul style="list-style-type: none"> • Client (name of the organization); • Project Lead; • Phone number; and/or E-mail address; and • Brief history of work performed including the date performed (includes start and end dates). <p>All information requested must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>The Senate of Canada may contact the project lead for each of the three (3) executive searches completed to confirm that the work was completed in a satisfactory manner.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p>			
<p>M6. Language</p> <p>The proposed Account Manager and the additional resource must meet the Advanced language proficiency level as described in Annex “C” (Advanced) in both official languages.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M7. Data Breach Notification</p> <p>The Bidder must provide assurances that any data breach affecting the Senate of Canada data will be communicated to the Senate as soon as the Bidder becomes aware of the breach.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M8. Data stored in Canada</p> <p>The Bidder must confirm in writing that all data pertaining to the Senate of Canada must be stored in Canada.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> a statement indicating compliance with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M8) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M9. Acceptance of resulting contract clauses</p> <p>The bidder must confirm that, should they be the successful bidder, they accept the resulting contract clauses outlined in Part 5 — Resulting Contract Clauses</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide</p> <ul style="list-style-type: none"> a statement indicating compliance with the mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M9) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

3. Rated Evaluation Criteria (Phase 2)

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **80%** for the requirements that are subject to the evaluation criteria points rating system will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate is seeking best overall value and will evaluate bids on a points-rating system based on evaluation criteria.
- III. The bidder must include the “Points Rated Technical Criterion” table in their bid and ensure that the page and paragraph number in the bidder’s appendix is indicated in the column entitled “Cross Reference” for all included rated information.

- IV. Bidders must include all information relating to the criteria in the bidder's Technical Bid. All information contained within the bidder's technical bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section
<p>R1. Bidder's Experience</p> <p>The Bidder's experience delivering executive search services in the private and public sector in accordance with the requirements indicated in the Statement of Work.</p> <p>The Bidder should demonstrate experience which is above and beyond the minimum three (3) search engagements identified in M5.</p> <p>The Senate of Canada may contact the project lead for each of the three (3) executive searches provided to confirm that the work was completed in a satisfactory manner.</p> <p>Demonstration of this experience is met if:</p> <p>a) one out of three (3) examples demonstrating focus on the recruitment of employment equity diversity candidates;</p> <p>Or</p> <p>b) all three (3) examples include an employment equity emphasis that is demonstrated through listing of outreach activities designed to increase representation of employment equity and diversity among the high potential candidates</p> <p>References should be available for the Senate to contact for one (1) week after the closing of the RFP.</p>	<p>Maximum 45 points</p> <p><u>Each reference submitted shall be rated on 15 points</u></p> <p>1-5 points: Information provided demonstrates a minimal understanding that is relevant to the rated criteria.</p> <p>6-8 points: Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p>8-15 points: Rated criteria is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<ul style="list-style-type: none"> To be considered, each engagement must have been completed within the five (5) years prior to bid closing. <p>The Bidder should clearly:</p> <ul style="list-style-type: none"> Demonstrate that they have successfully completed 3 executive searches for senior positions in the private and public sector in the five (5) years preceding the bid closing date; Provide information on the average time to complete successful executive search requests; Indicate its areas of expertise and types of executive searches it has performed; Outline what makes its organization stand out from its competitors; and Provide a description of the efforts made to reach employment equity candidates in at least one (1) example by listing the outreach activities undertaken to increase representation of employment equity and diversity among the high potential candidates. 		
<p>R2. Resources Experience</p> <p>The <u>Bidder’s Account Manager</u> should demonstrate experience which is above and beyond the minimum 10 years identified in M3.</p> <p>The <u>Additional Resource</u> should demonstrate experience which is above and beyond the minimum 5 years identified in M4.</p> <p>The Bidder should include detailed information in their proposal on how their Account Manager and Additional Resource meet or exceed the experience.</p>	<p>Maximum 10 points</p> <p>Account Manager:</p> <p>1 point: 1 to 2 years above minimum 3 points: 2+ to 5 years above minimum 5 points: 5+ years above minimum</p> <p>For the Additional Resource:</p> <p>1 point: 1 to 2 years above minimum 3 points: 2+ to 5 years above minimum 5 points: 5+ years above minimum</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<p>R3. Proposed Approach</p> <p>The Bidder should include, as part of their proposal, a detailed description of the approach it will use to successfully deliver on the requirements indicated in the Statement of Work.</p> <p>The Bidder should describe how it will successfully deliver on the requirements indicated in the Statement of Work by providing:</p> <ol style="list-style-type: none"> 1. A detailed account of the approach that will be followed across all steps of the executive search process to successfully place senior leaders in the role targeted by the Senate. The approach should be detailed enough so that the Senate has a comprehensive understanding of how tasks will be carried out and how long each step will take. 2. An account of the approach to be followed if an executive search process for a senior leadership position is unsuccessful and the action the Bidder will take in the event of an unsuccessful* search. <p><i>*Definition of an unsuccessful search: the position has not been filled further to an executive search requested by a client and performed by the Bidder.</i></p> <ol style="list-style-type: none"> 3. The creative and innovative approach to ensure an executive search for senior leadership positions is efficient and cost-effective. 4. The approach to meet the language requirement as indicated in the Statement of Work. 	<p>Maximum 60 points</p> <p><u>Each requirement will be rated on 15 points.</u></p> <p>1-5 points: The Reference provided demonstrates a minimal similarity to the work requested in the SOW.</p> <p>6-10 points: The Reference provided demonstrates a similarity to the work requested in the SOW but not in all aspects.</p> <p>11-15 points: The Reference provided demonstrates a full similarity to the work requested in the SOW.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<p>R4. References</p> <p>The Bidder shall provide three (3) references (public or private) where the Bidder has provided Executive Search services, similar in scope and complexity as the work outlined in Annex “A” – Statement of Work.</p> <p>The Senate of Canada may contact the project lead for each of the three (3) executive searches provided to confirm that the work was completed in a satisfactory manner.</p> <p>References should be available for the Senate to contact for one (1) weeks after the closing of the RFP.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p> <p>The Bidder shall provide the following information:</p> <ul style="list-style-type: none"> • client (name of the organization); • name and title of the project manager; • address; • current email address and/or current telephone number; • term of the project; and • a summary of the project. <p>Demonstration of this experience is met through:</p> <p>a. one out of three (3) examples demonstrating focus on the recruitment of employment equity diversity candidates.</p> <p>Or</p> <p>b. all three (3) examples include an employment equity emphasis that is demonstrated through listing of outreach activities designed to increase</p>	<p>Maximum 45 points</p> <p><u>Each requirement will be rated on 15 points.</u></p> <p>1-5 points: The Reference provided demonstrates a minimal similarity to the work requested in the SOW.</p> <p>6-10 points: The Reference provided demonstrates a similarity to the work requested in the SOW but not in all aspects.</p> <p>11-15 points: The Reference provided demonstrates a full similarity to the work requested in the SOW.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section
representation of employment equity and diversity among the high potential candidates.		
R5. Green Business Practices The Bidder shall demonstrate environmental practices used by their company.	Maximum 5 points 0 point: The Bidder does not demonstrate environmental practices used by their company. 5 points: The Bidder demonstrate environmental practices used by their company.	
R6. Accessibility The Bidder shall outline their company’s accessibility practices “Accessibility refers to the design of products, devices, services, or environments as to be usable by people with disabilities.”	Maximum 5 points 0 point: The Bidder does not demonstrate accessibility practices. 5 points: The Bidder demonstrate accessibility practices.	
Total of all the point-rated technical criteria	170 points Maximum	
Minimum pass mark (80%)	136 points required to pass	

4. Interview (phase 3)

- I. The top two (2) highest scoring bidders in phase 2 may be invited to be interviewed by the Senate. The interview will be for a duration of 30 minutes.
- II. The interviews will take place **in September 2022** (exact date and time to be confirmed), if necessary, and can take place virtually using videoconferencing technology (Zoom, with simultaneous interpretation). The bidders will be given a minimum of three (3) days notice to prepare for the interview.
- III. The Bidder will introduce the team being interviewed and a 30-minute interview by the Senate will follow.

Interview Point Rated Criterion	Maximum Number of Points Available
<p>The Bidder’s lead resource, along with up to three (3) strategic team members may be interviewed by the Senate to confirm what was written in their bid and validate their experience in conducting the work described in the Annex “A” – Statement of Work, as well as to address any questions the evaluation team may have.</p> <p>The bidder will be assessed on the basis of:</p> <ul style="list-style-type: none"> • Their sound understanding of the services and deliverables required. • The effectiveness of their proposed approach. • Their communication and interpersonal abilities. <p>➤ 20 minutes presentation on the proposed approach ➤ 10 minutes to respond to questions on the presentation</p>	<p>25 points</p>
<p>Minimum pass mark</p>	<p>18 points</p>

5. Financial Evaluation (Phase 4)

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid detailed in Annex “B” - Basis of Payment.

6. Basis of Selection

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

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

- Phase 1 – Mandatory Criteria
- Phase 2 – Technical Merit - Rated Evaluation
- Phase 3 – Interview
- Phase 4 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Criteria

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

Phase 2 – Technical Merit - Rated Evaluation

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

Phase 3 – Interview

In Phase 3, the top two (2) responsive bidders after the completion of Phases 1 and 2 may be invited to an interview. Bids that do not obtain the required minimum overall points for the Interview will not be given further consideration.



Phase 4 – Determination of Highest Ranked Bidders

Total Combined Rating = (Technical Merit + (Interview -If applicable)) (70%) and Price (30%)

In Phase 4, a combined evaluation score for those bids deemed responsive in Phases 1, 2 and 3 will be determined in accordance with the following formula:

$$\frac{\text{Total combined rating x 70\%}}{\text{Maximum number of points}} + \frac{\text{Lowest price received x 30\%}}{\text{Bidder's price}} = \text{Combined Total Score}$$

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

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



PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from this RFP.

1. Appropriate law

- I. This contract shall be interpreted and governed by the laws in force in the Province of **Ontario**.

2. Assignment

- I. This contract shall not be assigned in whole or in part by the contractor without the prior written consent of the Senate and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the contractor from obligations under the contract or impose any liability upon the Senate.

3. Time is of the essence

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

4. Indemnity against claims

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

5. Inspection and acceptance

- I. All reports, deliverables, items, documents, goods and services rendered under this contract are subject to inspection by the project authority or their representative. Should any report, document, good or services not be in



accordance with the requirement of the statement of work and to the satisfaction of the project authority or their representative, as submitted, the project authority will have the right to reject it or require its correction at the sole expense of the contractor before recommending payment. The Senate reserves the right of access to any records resulting from this contract.

6. Termination of contract

- I. The Senate may immediately terminate this contract if the contractor is for any reason unable to provide the services required under this agreement. Any such termination notice shall be given in writing.
- II. The contract may be immediately terminated by the Senate if it is determined that the services provided by the contractor are not satisfactory. Any such termination notice shall be given in writing.
- III. The contract may be terminated by the Senate upon **ten (10) days'** written notice if it is determined that the work, services or goods provided by the contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this contract upon **ten (10) days'** written notice.
- V. In case of a dissolution or prorogation of Parliament, the Contractor will complete all the work associated with the phase of the agreement, on which they were working at the time of the dissolution or prorogation and provide all related documents and information to the Senate, as described in the Summary of Deliverables in the Statement of Work. The Senate will pay the Contractor for all work completed to the Senate's satisfaction up to and including that phase. The agreement will then be terminated.

7. Notice

- I. Any notice or other communication may be given in any manner. If it is required to be in writing, any such notice or communication shall be addressed to the party to whom it is intended, at the address in the contract or at the last address at which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I shall be deemed to have been received by either party
 - a. if delivered personally, on the day it was delivered;
 - b. if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; or
 - c. if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. Notwithstanding the above, any notice given under "Termination of contract" clause shall be given in writing.

8. Warranties

- I. The contractor warrants that:
 - a. they are competent to perform the work required under this contract and have the necessary qualifications, including the knowledge, skill and ability to perform the work effectively;
 - b. they shall provide under this contract a quality of service at least equal to the quality that contractors generally would expect of a competent contractor in a



likesituation;

- c. they have complete authority to enter into this contract; and
- d. all work commenced under this contract will be completed in full.

9. Records to be kept by the contractor

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

10. Confidentiality

- I. Any information which is non-public, of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors or proprietary in nature to the Senate or to a third party to which the contractor or any of its employees, or affiliates or subcontractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the work. The Contractor is bound by the terms of Annex "E", Non-Disclosure Form, regarding any such information.

11. Safeguarding of Senate Information

- I. It is a MANDATORY REQUIREMENT of this Contract that the Contractor ensure or guarantee that all information provided under this contract be kept in Canada. If at any time throughout the term of any resulting contract, the storage location of all information is no longer kept in Canada, the Contractor shall notify the Senate of Canada Contracting Authority immediately in accordance with Section 7- Notice of this contract.

12. Returning of Senate Information

- I. It is a MANDATORY REQUIREMENT of this Contract that, within a reasonable period of time after the end of the term of the Contract or upon its early termination, the Contractor will return all information provided by the Senate in a usable format and then, upon confirmation of receipt of that information by the Senate, destroy any copies of that Senate information in its possession.

13. Rules and Regulations

- I. In their operation, the contractor and their employees will comply and abide by all lawful rules and regulations of the Senate that may be established and amended from time to time, provided that no such rules or regulations inhibit the contractor from exercising their rights and duties hereunder.
- II. The contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or



offences may result in a termination for default under this contract. If the contractor made a false declaration in their bid, makes a false declaration under this contract, or fails to diligently maintain the information herein requested up-to-date, or if the contractor or any of their affiliates or subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of this contract, any such false declaration or failure to comply may result in a termination for default under this contract. The contractor understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available against the contractor and agrees to immediately return any advance payments.

14. Miscellaneous Restrictions

- I. Under no circumstances shall the contractor use any stationery with Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that:
 - a. this contract is for the performance of a service or services and that the contractor is engaged as an independent contractor providing services to the Senate; and
 - b. that the contractor's directors, officers, employees, and agents are not engaged as Senate of Canada employees and are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate of Canada.
- III. No contractor or their staff member(s) can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

15. Subcontracts

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

16. No implied obligations

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

17. Performance

- I. The contractor shall report on performance under this contract to the Senate in whatever format and frequency that the Senate may require.

18. Amendments to this contract

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

19. Ownership of intellectual and other property including copyrights

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

20. Conflict of Interest

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

21. Discrimination and harassment in the workplace

- I. The contractor declares that they, their directors nor their officers have suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the contractor, their directors or their officers during the life of this contract, the Senate reserves the right to immediately terminate this contract. In such cases, the Senate shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate.

22. Health and safety

- I. While working in the Senate workplace, the contractor must comply with the ~~Senate~~ *Senate Policy on Occupational Health and Safety* and the *Senate Guidelines Promoting a Scent-Free Work Environment*. Particularly, this entails
 - a. refraining from or minimizing the use of scented products while in the Senate workplace;
 - b. taking all reasonable measures to protect the health and safety of every employee and any other persons granted access to the workplace for work purpose; and
 - c. not smoking in any buildings or within the vicinity (i.e., within nine (9) metres) of entrances, exits, windows or air intakes of Senate-occupied buildings in the Parliamentary Precinct.



If contractors breach these duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

23. Advertisement

- I. The contractor shall not advertise or publicize any work performed to the Senate without prior written consent from the Senate. Any breach of this clause shall be considered to be a breach of confidentiality and will result in the removal of the contractor from Senate source files.

24. Entire Contract

- I. This contract constitutes the entire contract between the parties with respect to the subject matter of this contract and supersedes all previous negotiations, communications and other contracts relating to it unless they are incorporated by reference in this contract.

25. Authorities

I. Contracting Authority

The contracting authority for this contract is:

Kelly Shields
Senior Procurement Advisor
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th floor
Ottawa, ON K1A0A4

Telephone: 613-995-8888 x 4
E-mail: Proc-Appr@sen.parl.gc.ca

The contracting authority is responsible for the management of this contract and any changes to this contract must be authorized in writing by the contracting authority. The contractor must not perform work in excess of or outside the scope of this contract based on verbal or written requests or instructions from anybody other than the contracting authority.

II. Project Authority

The project authority for this contract is:

To be determined

The project authority is the representative of the department for whom the work is being carried out under the contract and is responsible for the successful completion of the project. The project authority has the ultimate authority on all aspects for the project.

The project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

III. Contractor's Representative



The contractor's representative for this contract is:

Account Manager:

To be determined.

26. Replacement of specific individuals

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

27. Priority of documents

- I. If there is a discrepancy between the wording of any documents that appear on the following 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 this contract;
 - b. articles of the RFP, including all annexes; and
 - c. the contractor's bid dated (*To be identified upon contract issuance*).

28. Proactive disclosure

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



PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the contract

- I. The contractor will provide Executive Search Services, as outlined in Annex “A” - Statement of Work (SOW) for a period of **eight (8) from contract award**.

2. Contract amount

- I. The contractor will be paid for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the “All-inclusive Pricing and Basis of payment”, to a limitation of *(To be determined at contract award)* plus applicable taxes.

3. All-inclusive Pricing and Basis of Payment

- I. In consideration of the contractor satisfactorily completing all of their obligations under the contract, the Contractor will be paid in accordance with percentages specified in Annex “B” - All-inclusive Pricing and Basis of Payment.
- II. The Senate will not entertain any charges that are not specified in Annex “B” - All-inclusive Pricing and Basis of Payment.

4. Invoicing

- I. The contractor will submit a detailed invoice for each key deliverable. The invoice must include, at a minimum, the date(s) the service was performed, the service, number of hours or the cost and the contract reference number and the Business Registration Number (BN) when sales taxes are included and the contract reference number.

- II. The contractor’s certified invoice shall be forwarded by post or courier to

by e-mail at: finpro@sen.parl.gc.ca

Or

**The Senate of Canada
Finance and Procurement Directorate
Chambers Building
40 Elgin Street, 11th floor
Ottawa, ON K1A 0A4**

- III. The invoice must be reviewed and signed by the project authority or their delegate before payment is issued.

- IV. Payment by the Senate to the contractor for work shall be made

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



- V. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the contractor.

5. Method of payment

- I. Payment will be by direct deposit. The Senate will deposit all payments directly into the contractor's account. Please submit a completed direct deposit form at Annex "C" with your bid.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

6. Sales tax

- I. The Senate of Canada is exempt from provincial sales taxes.
- II. PST exemption numbers: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The applicable taxes are not included in the contract amount.
- IV. The Applicable Taxes and Business Registration Number must be listed as a separate line item on all invoices.

7. Interest on overdue accounts

- I. For the purpose of this section
 - a. an amount is "due and payable" when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract;
 - b. an amount is "overdue" when it is unpaid on the first day following the day upon which it is due and payable;
 - c. "date of payment" means thirty (30) days from the date of receipt of the invoice at the Senate;
 - d. the "Bank Rate" is the average Bank of Canada discount rate for the previous month, plus 3 per cent (3%);
 - e. the Senate will be liable to pay simple interest, at the Bank Rate, on any amount that is overdue from the day the amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable, nor will it be paid, unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest will only be paid when the Senate is responsible for the delay in paying the contractor. In the event that the Senate is not responsible for the delay in paying the contractor, no interest will be paid.
 - f. the Senate will not be liable to pay the contractor any interest on unpaid interest.



ANNEX "A" – STATEMENT OF WORK (SOW)

1. TITLE

Executive search services for hiring a Chief Audit Executive to lead the Senate's internal audit function, under the direction of the Standing Committee on Audit and Oversight.

2. OBJECTIVE

To provide executive search services across Canada to recruit a Chief Audit Executive to join the Senate Administration, to lead the Senate's internal audit function, under the direction of the Standing Committee on Audit and Oversight (AOVS), and to build a pool of qualified candidates for consideration for future staffing, and support the Senate of Canada in its identification, recruitment and assessment of high potential and diverse candidates to fill this executive level position.

3. BACKGROUND

On October 1, 2020, the Senate of Canada adopted a motion to create a new Standing Committee on Audit and Oversight to supervise and report on the Senate's internal and external audits and review selected financial reports. This six-member committee is composed of four senators and includes two external members. The committee has a mandate to retain the services of and oversee internal auditors, to supervise the Senate's internal audits, and to monitor the implementation of management action plans in response to audit findings, among other matters. Under the direction of the committee, the Chief Audit Executive is responsible for leading the internal audit function. The Chief Audit Executive will be accountable to the committee and the Senate in maintaining standards of independence, quality and ethics.

The Chief Audit Executive must have internal audit expertise and relevant professional qualifications (a recognized internal auditor certification or professional accounting designation in Canada). The Chief Audit Executive will be in a trusted position, and as such, will need to have respected qualities in terms of competence, confidentiality and resourcefulness. The individual should have applied knowledge of business fundamentals and must have transferable knowledge, skills and abilities in matters related to financial management, risk management, internal controls, and governance, and should also have strong personal attributes to maintain independence and to ensure there is respect between the individual and the auditees, including senators and the Senate Administration. The individual must have previous experience ensuring that internal audit activities are carried out in accordance with a risk-based internal audit plan, an audit charter, and in conformance with the Institute of Internal Auditors' framework and standards. The ideal candidate will have a broad and deep network in the internal audit community, enabling the individual to recruit talent, and keep abreast of current and evolving functions of internal audit management, including artificial intelligence for internal audit and risk management. Experience in public organizations would be considered an asset; experience in the Internal Audit Sector of the Office of the Comptroller General of Canada is a definite asset, as is a demonstrable understanding of the Senate of Canada and its policies and processes and the services and support provided by Senate Administration. Furthermore, the individual should possess solid experience operating at a senior level in a public service institution or a private sector organization. Finally, the ideal candidate would have an executive presence and possess superior skills in communication, audit planning, contracting with external organizations, and deep knowledge on current issues with respect to cybersecurity.

Consistent with the Senate of Canada's recruitment strategies for other positions within its Administration, the executive search firm will seek to attract qualified candidates who reflect Canada's diversity in terms of linguistic capacity, as well as employment equity representation to ensure that Indigenous peoples, persons with disabilities, women, racialized groups and other underrepresented groups have every opportunity to be considered for the position offered.

4. SCOPE OF WORK

The Contractor will collaborate with the Project Authority (the chair of the committee) or delegate (the clerk of the committee) to deliver the following services:

Phase I – Planning and Initiation

1. Tasks/Technical Specifications
2. Contacts and Comprehensive Search
3. Advertising/Marketing

Phase II – Screening and Assessment

1. Screening, Assessment and Identification, and Shortlisting of Candidates

Phase III – Interviews and Other Assessments

1. Interviews
2. Reference Checks
3. Additional Deliverables and Other Related Services

Phase I – Planning and Initiation

1. Tasks and Deliverables

The Contractor must:

- a. Within a week of the contract award, the Contractor must hold a kick-off meeting with the Project Authority to review the contract and communication expectations.
- b. Deliver an outreach strategy and detailed work plan
 - Within a week of the kick-off meeting, the Contract must:
 - Provide a comprehensive draft outreach strategy in both official languages to the Project Authority to support the identification and recruitment of high potential and diverse candidates. The outreach strategy must include, at a minimum:
 - i. a list of target markets, associations and individuals deemed suitable for consideration;
 - ii. an Executive Brief that will be used to provide information to all interested candidates; and
 - iii. a proposal, including the benefits and other considerations, regarding the advisability of paid online and print advertising, if required at any stage of the recruitment process.

If applicable, the Contractor must include in their outreach strategy advertisement mock-ups in both official languages for newspapers, bulletins, professional association journals or selected publications, relevant association websites, and electronic job advertising sites, among others.

The work plan must include, but is not limited to:

- i. a critical path that presents the timing for each deliverable or meeting with the Project Authority, namely:
 - a. implementation of the outreach strategy,
 - b. evaluation and psychometric assessments,
 - c. a long list review meeting,
 - d. interviews with shortlisted candidates with the members of the AOVS committee,
 - e. reference and credential checks of finalists and other applicable assessments, and
 - f. a debrief meeting with the members of the AOVS committee;
- ii. a description of the outreach tactics employed;
- iii. a description of the Contractor's assessment and screening methodologies; and



- iv. a description of the Contractor's practice of documenting calls received, noting questions raised, and committing to sharing this information with the Project Authority as required.

2. Contacts and comprehensive search

The Contractor must:

- a. Proceed to execute the approved work plan and outreach strategy and shall report to Project Authority on progress achieved.
- b. Report to the Project Authority if the outreach strategy is not generating the expected results.
- c. Document and report on any questions (regarding the process, conflict of interest, eligibility requirements, compensation, etc.) asked by applicants (the Contractor should keep a log of all such questions).
- d. Provide a written or verbal debrief to the Project Authority on the outreach. This report must include at minimum a description of the work undertaken and the reporting period, including the number of diversity candidates recruited, as well as considerations and next steps. The debrief report should include but not be limited to:
 - i. The results, including data on outreach, consultations, and number and diversity of individuals reached;
 - ii. Information on any particularities of the selection process requiring consideration to address challenges and opportunities encountered in the field;
 - iii. An attestation documenting that official language obligations were satisfied, including an active offer to communicate in the preferred official language of the prospective candidate; and
 - iv. A description of the advertising strategies employed, if applicable. If advertising was required, the copy of the actual advertisement placed must be provided in both official languages.
- e. Advise the committee, through the clerk of the committee, whether the notice or posting should be extended upon conclusion of the prescribed outreach strategy.

3. Advertising/Marketing

The Contractor must develop within one week of the kick-off meeting and for consideration and approval by the Project Authority, advertising/awareness campaigns, including ads in newspapers, bulletins, professional association journals or selected publications, relevant associations' websites, and on social media or electronic job advertising sites. This must be provided to the Project Authority for review and approval at least one week in advance of distribution.

Phase II – Screening and Assessment

1. Screening, Assessment and Identification, and Short-listing of Candidates

Throughout the outreach process, the Contractor will:

- a. Conduct pre-screening of potential candidates.
Each applicant must be screened against the selection criterion developed for the position. The prescreening should capture information on a candidate's level of interest and make recommendations to the members of AOVS for further follow-up.

- b. Provide a curriculum vitae (CV) for all candidates identified for consideration for the long list. Observations from this assessment must be documented in the long-list report to be submitted to the members of AOVS. In addition, the Contractor must include a brief summary of each applicants' qualifications.
- c. Submit a long list of candidates to the members of the AOVS committee, through the clerk of the committee, for consideration within three (3) weeks of the contract launch. The long list should indicate the individual's potential suitability for the position, career highlights and achievements, relevant skills and qualifications based on the selection criteria and the Contractor's assessment.
- d. Review the long list of potential candidates with the members of the AOVS committee, offering expert advice and counsel so that the most suitable prospective candidates for the position are considered for future assessment.
- e. Arrange meeting with the members of the AOVS committee, through the clerk of the committee, to review the long list of candidates and determine the short list of candidates to be further assessed and invited for interviews.

Phase III – Interview and Other Assessments

1. Interview

The Contractor must:

- a. Prepare in consultation with the Project Authority interview questions, including relevant behavioural interview questions, and all interview documentation including assessment reports and final reports, for review and approval by the members of the AOVS committee. Interview documentation also includes any information provided to candidates either in advance or at the time of the interview, and includes packages for the Project Authority (and committee members) with relevant information for the interviews (e.g., interview schedule, information regarding the organization and position, CVs, any pre-assessments of candidates being interviewed, interview questions, the selection criteria and copies of the published advertisements). The interviews will be conducted by the members of the AOVS committee, with the assistance of the Contractor if the committee so chooses;
- b. Schedule blocks of time, through the clerk of the committee, during which interviews will take place and send invitations electronically to participants (i.e., candidates and Project Authority);
- c. Communicate with each candidate by phone or videoconference before sending the electronic interview invitation. The invitation should include relevant information about the interview and ancillary matters. The candidate must be provided with the following information prior to their interview:
 - i. Written confirmation of their preferred official language for their interview; and
 - ii. Written confirmation of and evidence for any accommodation measures needed.

The candidate must provide the Contractor with the following:

- i. The full name and title, phone number and email addresses for 6 references (employer, colleague and employee – 2 each), as well as their relationship to the candidate;



- d. Develop interview guides and materials and distribute them to the members of AOVS at least 5 business days before the first interview. The guide must include, but is not limited to:
 - i. An interview schedule/agenda that includes the date, time and location of interviews, as well as names and preferred official language and province of residence of candidates;
 - ii. A version of the long list report that includes names, diversity data, qualifications of candidates who advance to the interview;
 - iii. Cover letters and curriculum vitae of candidates; and
 - iv. Draft reference questions.
- e. Coordinate necessary logistical arrangements with the clerk of the committee using Senate facilities, to help facilitate the candidate interviews. This may include virtual interviews with simultaneous interpretation. Ensure that accommodation requests are properly addressed; and
- f. Conduct a psychometric assessment of the shortlisted candidates and provide results to the committee for consideration as part of the evaluation process.

2. Reference Checks

The Contractor must:

- a. Develop a reference guide with questions to be posed to referees. The questions must be aligned with the selection criteria established for the role. The references must confirm data such as education, employment dates, positions held, reasons for leaving a previous position, etc; and
- b. Conduct reference checks and submit results to the Project Authority within one week of their completion.

3. Additional Deliverables and Other Related Services

The Contractor must:

- a. Provide the committee, through the committee clerk, with a final report of the search process, including the recruitment strategy, copies of media advertisements their publication schedules, the number of individuals contacted, and the number and names of all applicants and referrals, as well as other information relevant to the search process, including names of candidates for which reference checks and other assessments were conducted, a synopsis of reference checks, the name(s) of the finalist candidate(s) that the Project Authority agreed to and copies of **all** invoices; and
- b. Ensure that confidentiality and privacy requirements are not breached in respect of candidates' personal information.

8. Pool of Candidates

Draw up, in consultation with the committee, through the Project Authority, and based on the terms and conditions of employment, a list of at least 8 additional candidates deemed suitable and qualified for similar positions in the future.

9. Guarantee Non-Performance

If a potential candidate does not accept an offer of employment, the



Contractor must provide one or more alternate candidates at no additional cost.

10. Candidates Hands-Off Policy

The Contractor must maintain a twelve month "candidate hands-off" policy. This means that following the twelve months after the effective date of the appointment to the position, the Contractor cannot approach candidates hired by the Senate for other opportunities that would result in their resignation from the Senate or entail their hiring as a lobbyist to the Senate.

11. Resources

To ensure efficient and effective services, the Contractor must provide the services of an Account Manager. The Account Manager is the individual responsible for direct communication with the chair of the committee, through clerk of the committee, and will serve as the key point of contact throughout the executive search process. The Account Manager must at minimum:

- a. Be able to communicate effectively in both official languages; and
- b. Have knowledge of recruitment methods, metrics and reporting standards.

12. Language of the Work

The Contractor will be required to provide services and documents in both official languages (English and French).

13. Summary of Deliverables

Activity and Deliverables

<p>Phase I – Planning and Initiation Timeframe to be firmed up with AOVS committee</p> <ul style="list-style-type: none">1. Hold kick-off meeting with the committee members2. Confirm position specifications and ideal candidate profile3. Develop and confirm search strategy, Executive brief, detailed work plan with the committee4. Hold launch meeting with the committee to present proposed search strategy, Executive Brief, recruitment marketing plan, and work plan for approval and agree on briefing frequency <p>Deliverables: hold kick-off meetings, Executive Brief, search and outreach strategy, detailed work plan, status reports, marketing materials</p>
<p>Phase II – Screening and Assessment Timeframe to be firmed up with AOVS committee</p> <ul style="list-style-type: none">5. Deploy outreach strategy and execute work plan to identify long-list candidates6. Screen and assess potential candidates7. Conduct interviews and assessments by the executive search firm to build long list8. Present long list to committee, through the committee clerk, for review and approval to establish candidate short list <p>Deliverables: long list report, candidate profiles, interview guides and evaluation criteria, status reports, debrief meetings</p>
<p>Phase III – Interview and Other Assessments Timeframe to be firmed up with AOVS committee</p> <ul style="list-style-type: none">9. Prepare interview guides (i.e., questions) and evaluation criteria10. Prepare short-list interviews:<ul style="list-style-type: none">a. Prepare detailed candidate profiles and evaluation reports (strengths/weaknesses)11. Conduct psychometric assessment of shortlisted candidates12. Present candidate short list to the committee to select finalists to be interviewed13. Coordinate and facilitate finalists’ interviews with the committee, through the

committee clerk

14. Obtain client and candidate feedback
15. Conduct reference, security clearance and background checks on top finalists selected by the committee
16. Provide reference checks, background checks and results to the committee, through the committee clerk

Deliverables: short-list report, candidate profiles, psychometric assessment, finalized interview guides and evaluation summaries, status reports, references and background check summaries, debrief meetings

Selection and Offer Stage

Timeframe to be firmed up with AOVS committee

17. Committee to establish the terms of employment and compensation package with the finalists and in consultation with the Senate Administration
18. Committee to select a candidate for formal offer of employment from the Senate Administration

Onboard and Follow-up

Timeframe to be firmed up with AOVS committee

19. Create smooth transition for new employee
20. Debrief process with Project Authority



ANNEX “B” – BASIS OF PAYMENT

Pricing is all inclusive. No additional cost shall be paid separate from this contract.

The Bidder must submit a firm, all-inclusive price for the performance of work. The price submitted must be inclusive of all activities, personnel and equipment to perform the work, Harmonized Sales Tax excluded.

The Senate of Canada will not reimburse claims for travel or living expenses for any activity required for the performance of work under the Contract.

Total all-inclusive price:

Description	Bid Price
All-inclusive price for work outlined in the SOW	\$ Applicable taxes are extra

Payment Schedule

This contract price will be paid as follows:

Phases of SOW	Fee Percentage at Completion of Phase
<u>Phase I – Planning and Initiation</u> Delivery of a detailed work plan, search strategy, marketing materials (e.g. executive brief, posting, advertisement, etc.) and launch meeting.	15%
<u>Phase II – Screening and Assessment</u> Delivery and presentation of a report with proposed long and short-listed candidates fully assessed by the Bidder for consideration for interviews	35%
<u>Phase III – Interview and Other Assessments</u> Execute candidate interviews, which includes but is not limited to providing coordination of logistics, preparation of interview materials and administration and analysis of psychometric assessments. Conduct finalists’ reference and background checks.	40%
Nomination and Offer Stage and Debrief	10%

Company Name: _____

Name of Representative: _____

Signature: _____ Date: _____

ANNEX “C” – LANGUAGE PROFICIENCY

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



ANNEX "D" – SUPPLIER CREATION & DIRECT DEPOSIT ENROLMENT FORM This form must be completed and returned with your request for quotation:

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

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



ANNEX "E" – NON-DISCLOSURE FORM

I, _____, of the City of _____ in the Province of _____, am acting in my individual capacity (hereinafter referred to as "me").

OR

I, _____, of the City of _____ in the Province of _____, am _____ (insert title) of _____ ("Contractor"), and am acting on behalf of the Contractor, including its affiliates, directors, officers, employees, contractors, agents and representatives (hereinafter collectively referred to as "we" or "us").

I/We recognize that, during the performance of the contract awarded at the conclusion of RFP Serial No. SEN-031 22/23, access may be given to me/us to certain information by or on behalf of the Senate of Canada (the "Senate"), which is non-public, confidential or proprietary in nature to the Senate or to a third party.

For the purposes of this annex, the term "information" includes, but is not limited to, any document, instruction, guideline, data, material, advice or any other information, whether conveyed orally, in writing or otherwise, and whether or not labelled as proprietary or sensitive — that is provided to me/us by or on behalf of the Senate. The term also includes all analyses, compilations, data, studies or other documents conceived, developed or produced by me/us during the performance of the contract. The term, however, does not include information which

- a. is or becomes generally available to the public, except if it is or becomes generally available to the public as a result of a contravention of this annex or other unlawful disclosure by me/us or any other person;
- b. is or becomes known or available to me/us on a non-confidential basis, and not in contravention of any applicable law, from a source that has represented to me/us that it is entitled to disclose it to me/us on such a basis; or
- c. is already in my/our possession, provided that it is not subject to a confidentiality agreement with, or any other obligation of secrecy to the Senate.

In consideration of the Senate providing the information to me/us, I/we hereby acknowledge and accept as follows:

1. I/We represent and warrant to the Senate, as represented by the Standing Committee on Internal Economy, Budgets and Administration, that I am/We are duly authorized to sign this annex and that the execution and delivery of this annex has been duly authorized by all necessary corporate action.
2. I/We will keep the information confidential and will not, without the Senate's prior written consent:
 - a. use the information in any way that is detrimental to the Senate or third parties;
 - b. reproduce, copy, use, divulge, release or disclose the information, in whole or in part, in any manner whatsoever, to any person other than an authorized Senate representative on a need-to-know basis; or
 - c. use, directly or indirectly, the information for any purpose at any time other than during performance of the resulting contract.
3. Information will be safeguarded and all necessary and appropriate measures, including those set out in any written or oral instructions issued by Senate, taken to prevent its unlawful disclosure or access to it in contravention of this annex.
4. The information will remain the property of Senate or a third party, as the case may be.
5. In the event that disclosure of any of the information is required under the law, I/we will provide the Senate with prompt written notice so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this annex.
6. This annex may not be assigned, in whole or in part, without the express prior written consent of the Senate.



7. This annex will be governed by and construed in accordance with the laws of the Province of Ontario and all applicable federal laws of Canada.
8. The obligations contained in this annex will survive the performance of the contract and will continue thereafter indefinitely.
9. If any provision contained in this annex is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired by such a finding.
10. I/We will be responsible for any breach of this annex by me/us. I/We will be responsible for any breach of this annex by any of my/our affiliates, directors, officers, employees, agents or representatives even if the person responsible did not agree in writing to be bound by the terms of this annex.
11. In the event that I/we breach any term of this annex, the Senate reserves the right to pursue all legal measures available to it, including parliamentary proceedings the Senate may determine is appropriate.

I/we acknowledge that I am / we are bound by its the provisions of this annex as of ____ day of _____, _____.

Signature

For: _____
Name of Contractor, if applicable