

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 07/17/2009	2. CONTRACT NO. (If any) GS-15F-0055L	6. SHIP TO:		
3. ORDER NO. TOFS-09-G-0002		4. REQUISITION/REFERENCE NO. 09PR-OFS-084		a. NAME OF CONSIGNEE  OFS
5. ISSUING OFFICE (Address correspondence to) Procurement Services Division Department of the Treasury 1425 New York Avenue, N.W. Washington DC 20220		b. STREET ADDRESS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W.		
		c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20220
7. TO:		f. SHIP VIA		
a. NAME OF CONTRACTOR KORN/FERRY INTERNATIONAL		8. TYPE OF ORDER		
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 1900 AVE OF THE STARS STE 2600		REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY LOS ANGELES	e. STATE CA	f. ZIP CODE 90067-1512		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE OFS		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 90 Days After Award
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Executive search services for the OFS Chief Investment Officer position.					
	Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.				17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME OFS					\$75,017.00	▲
b. STREET ADDRESS (or P.O. Box) DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W.						17(i) GRAND TOTAL ▲
c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20220			\$75,017.00	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) PATRICK BREEN TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
07/17/2009

CONTRACT NO.  
GS-15F-0055L

ORDER NO.  
TOFS-09-G-0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220</p> <p>Accounting Info: OFS0128SE09XX-2009-610001-OFS1231100-2511-00 000000-XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX</p> <p>Executive Search for Chief Information Officer.</p> <p>In accordance with Section II of the Task Order, the executive search is a fixed price of \$70,017.00. The contractor may also bill for travel up to the not-to-exceed limit of \$5,000.00.</p> <p>The total amount of award: \$75,017.00. The obligation for this award is shown in box 17(i).</p>				75,017.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$75,017.00

**TOFS-09-G-0002**

**Executive Recruitment Services  
in Support of the Establishment of the Office of Financial Stability  
for the Department of the Treasury**

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## SECTION I:

### STATEMENT OF WORK

#### **Outreach and Recruitment Services In Support of the Establishment of the Office of Financial Stability For the Department of the Treasury**

##### **1.0 Background**

The Emergency Economic Stabilization Act of 2008 ("the Act") was enacted to restore stability and liquidity to the financial system of the United States. The Act requires the Secretary to establish an Office of Financial Stability in the Department of the Treasury to implement the "Troubled Assets Relief Program" (TARP).

The Office of the Deputy Assistant Secretary for Human Resources and Chief Human Capital Officer is working with senior Departmental officials to support the significant staffing effort required to fully staff the new Office of Financial Stability (OFS). To accomplish this staffing effort, contract support is required to supplement certain Government's recruiting efforts, by supplying candidates to consider for a position that is likely to pose significant recruitment challenges.

To perform these services, contractor support requires having prior and highly technical human resources experience in the functional areas of the assignment, demonstrating a high degree of analytical skills and superior oral and written communication skills. Required tasks are described below.

The Contractor shall work closely with the OFS contact from the Human Capital Office and the Office of Executive Services (OES) staff in completing the task and providing the identified deliverables.

##### **2.0 Scope of Work**

The United States Treasury Department wishes to contract with an experienced financial sector management and executive recruiting firm with the resources to provide effective professional search services for the position of Chief Investment Officer within the OFS.

The Contractor shall meet with the OFS initially to discuss the requirement. The meeting may be in person or telephonically as agreed upon by OFS and the Contractor. In addition, the Contractor shall provide interim progress reports, on a biweekly basis, to the COTR and a designee from OFS detailing the activities of the search; candidates submitted for screening; and the results of each candidate(s) interview. Additionally, the interim progress reports shall identify any impediments encountered by the Contractor in locating viable applicants and provide recommendations to avoid/mitigate any difficulties encountered.

The Chief Investment Officer position will be in the OFS at the Senior Executive Service (SES) level. The position will be filled for a term not to exceed 3 years. The Contractor shall conduct a full-scale search/recruitment effort to identify a minimum of four (4) qualified candidates. To be determined acceptable by the Government, offered candidates MUST:

- Meet the qualifications as outlined in the attached position description;
- Have experience and expertise at a comparable level to the top executive core of a company or organization in the private sector; and
- Agree to participate in the government's screening process and be willing to accept compensation within the prescribed range for SES-level positions.

The contractor must demonstrate experience supplying candidates who are experienced, high performing workers and leaders in the financial sector.

The contractor will be required to perform tasks including, but not limited to:

- Screen applicants to determine suitability, availability and level of interest in the task specific position. All aspects of the applicants' qualifications shall be vetted by the contractor.
- Provide the OFS contact with a written assessment of the applicants' experience, qualifications and skills relative for this position. This assessment shall also include the candidates' names, home addresses, current phone numbers, social security numbers, and summary of positions held, educational levels attained, salary information from the last 4 years, and any other relevant information gained from reference checks. The OFS contact will review each offered candidates' information to determine if the individual meets the criteria to fulfill the position. As soon after as practicable, OFS will provide the Contractor written documentation reflecting the Government's acceptance or rejection of any candidate offered by the Contractor.
- If a candidate offered by the Contractor is hired and resigns or is terminated for any reason within 12 months of the start-date, provide, without additional compensation, no fewer than three (3) additional qualified candidates, whom the Government determines is acceptable, from which the OFS can choose to fill the vacant position.
- In the case of a litigation brought about by any candidate, whether or not a candidate referred by the contractor, provide declarations and other written and/or oral testimonies to describe the search/recruitment process. The Department of the Treasury may direct the Contractor to provide such assistance as part of any mediation, administrative hearing and/or court case that may arise to resolve grievances, EEO complaints or in response to inquiries from authorized third-party investigators (e.g., EEO counselors).
- Ensure that its search maximizes efforts to tap a diverse pool of candidates. The contractor must recruit and refer candidates in accordance with applicable merit principles and equal opportunity laws. OFS is an equal opportunity employer. Our goal is to maintain a workforce that reflects the diversity of our nation.

### **3.0 DELIVERABLES**

- Initial meeting with OFS Executive(s) a within 3 days of award. The meeting may be in person or telephonically as agreed upon by OFS and the Contractor.

- Written assessments of the experience, qualifications and skills, relative to the position description, of the qualified candidates being offered within forty-five (45) days of award.
- All pertinent records, files and any other documentation related to the search.
- A contractor-offered applicant becomes the selected applicant.
- Documentation to support setting the selected applicant's compensation Package, to include such items as salary comparisons to comparable positions in industry, tax forms, company- issued wage documents, etc.

#### **4.0 TRAVEL**

- The Office of Financial Stability will allocate funds **not to exceed \$5,000.00 for Contractor/applicants' travel for pre-OFS screening and recruiting**. Any travel costs exceeding that amount shall be the responsibility of the Contractor.
- At Treasury's discretion, candidates traveling **to and from OFS interviews** may be compensated via OFS invitational travel and any such interviewees will be required to submit a voucher for processing.
- All travel must adhere to the Federal Travel Regulations and Contractor shall submit adequate supporting documentation (receipts) for all expenditures incurred. Failure to submit adequate supporting documentation will result in non-payment of items billed.
- Travel must be approved in writing, by the Contracting Officer, prior to the occurrence of the travel.

#### **5.0 PERIOD OF PERFORMANCE**

Period of Performance shall be from the date of award through 90 days.

#### **6.0 OFFICE OF FINANCIAL STABILITY CONTACT**

Stephen A. Moffett  
 1801 L Street NW  
 Washington, D.C. 20036  
 Stephen.Moffett@do.treas.gov

#### **7.0 BACKGROUND ON FEDERAL REQUIREMENTS**

In Fiscal Year 2009, salaries for this position range from \$117,787 to \$177,000.

A one year probation period will be required of each applicant referred by the recruiting firm that is hired, if that individual has not previously held a federal appointment. If the selected candidate leaves, or is terminated within that one year (365 days) of hiring, then the recruiting firm must provide, without charge, a list of at least 3 qualified candidates to replace that hire.

Candidates must be willing to relocate to the Washington, D.C. area, and must be available to start work within 30 days of selection due to the time requirements of the TARP. Relocation expenses may be paid, consistent with federal government travel guidelines.

**SECTION II:****SCHEDULE OF SERVICES AND PRICES**

The contractor shall furnish all resources, management, supervision, and services (except for Government furnished items) necessary to perform and provide work in accordance with Section I of the contract in accordance with the terms and pricing of their GSA Schedule Contract.

The following table reflects the associated fixed fee for this executive recruiting effort. The fixed fee shall track back to the CLINs listed on your GSA Schedule Contract. Travel has been priced as a \$5,000.00 not-to-exceed item in the table below.

Executive Search for Chief Investment Officer	Price
Fixed Fee in accordance with GSA Schedule GS-15F-0055L	\$70,017.00
TRAVEL (not-to-exceed amount)	\$5,000.00
<b>TOTAL (Schedule CLINS and Travel)</b>	<b>\$75,017.00</b>

**SECTION III:****CONTRACT ADMINISTRATION TERMS AND CONDITIONS****1.0 Authority - Contracting Officer, Contracting Officer's Technical Representative and Contractor's Project Manager****1.1 Contracting Officer**

- a. The Contracting Officer for this contract is:

Patrick Breen, Contracting Officer  
Department of the Treasury, Departmental Offices  
Procurement Services Division  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220  
(Mail-Stop, 1425 New York Avenue, NW)  
Patrick.Breen@do.treas.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

**1.3 Contractor Point of Contact / Key Personnel**

- a. The Contractor's designated Point of Contact for this task order is:

Name: Charles Ingersoll  
Office No: 202-955-0920 Fax No: 202-822-8127  
E-Mail Address: Charles.Ingersoll@Kornferry.com

**2.0 Period Of Performance**

The period of performance for this contract will be from the date of award through ninety (90) days.

**3.0 Payment Schedule**

The Contractor shall invoice upon the completion of the task order.

**4.0 Deliveries Or Period Of Performance**

- (a) All deliverables shall be shipped F.O.B Destination to the Government address identified in the contract.
- (b) A copy of the transmittal letter forwarding the deliverable(s) to the specified destination(s) shall be directed to the Contracting Officer at the address in Section III, Paragraph 1.1.

## **5.0 Invoices**

- (a) Invoices shall be submitted in an original and two copies to the following address:
 

Department of the Treasury  
Office of Financial Management  
1500 Pennsylvania Avenue, NW  
Metropolitan Square Building  
6<sup>th</sup> Floor  
Washington, D.C. 20228-0001
- (b) A copy of the invoice shall also be submitted to the COTR and Contracting Officer simultaneously.
- (c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.
- (d) Each invoice submitted shall be supported by appropriate documentation as follows:
  - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, contract line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;
    - (viii) Name, title, and phone number of person to notify in event of defective invoice;
    - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
    - (x) Electronic funds transfer (EFT) banking information.

- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (e) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

## **7.0 Regulations Incorporated By Reference**

As applicable, this contract incorporates one or more Federal Acquisition Regulation clauses contained in GSA solicitation number 2FYA-AR-060004B.

## **8.0 Incorporation of Proposal by Reference**

The quote submitted by Korn Ferry International on June 24, 2009 is incorporated by reference.