



# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

TBS Bid Receiving Unit  
L'Esplanade Laurier  
P-113-B, West Tower  
300 Laurier Avenue West  
Ottawa, Canada K1A 0R5

Unité de réception des soumissions du SCT  
L'Esplanade Laurier  
P-113-B, tour ouest  
300, avenue Laurier ouest  
Ottawa, Canada K1A 0R5

Proposal to: Treasury Board of Canada Secretariat

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

Propositions aux : Secrétariat du Conseil du Trésor du Canada

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

Solicitation No. - N° de l'invitation 24062-14-009	Type - Genre Open	Update - Mise à jour
Solicitation closes - La demande prend fin at - à 2:00 P.M. Eastern Time on - le July 30th, 2013	TBS File No. - N° de dossier de SCT 24062-14-009	

↑ Please ensure this area appears in window of return envelope  
S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse ↑

Date of Solicitation - Date de la demande 2013/06/17	
Address inquiries to - Adresser toute demande de renseignements à : Cédric Pilon cedric.pilon@tbs-sct.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur (613) 943-3166
Special Instructions- Instructions spéciales	

**Instructions:  
Municipal taxes are not applicable.**

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the GST/HST is to be shown as a separate item.

**Instructions:  
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la TPS/TVH devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name Address - Nom et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Name / Nom	
Title/ Titre	
Signature :	
Date :	

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist and the Task Authorization Form.

### **2. Summary**

- (i) Disability Benefits Consultants — Subject matter Experts on Disability Management Industry Best Practices, Design Options and Service Levels.
- (ii) the period of the resulting contract is expected to be from Contract award date to March 31, 2018
- (iii) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.
- iv) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Agreement on Internal Trade, the Canada-Peru Free Trade Agreement, the Canada-Chile Free Trade Agreement and the Canada-Columbia Free Trade Agreement.

### **3. Debriefings**

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

A de-brief is intended to:

1. Provide the Bidder with feedback on their proposal and the solicitation process;
2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days  
Insert: ninety (90) days

### **2. Submission of Bids**

Bids must be submitted only to the Treasury Board of Canada Secretariat (TBS) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to TBS will not be accepted.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **5. Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (4 hard copies and 1 soft copy on CD)

Section II: Financial Bid (1 hard copy and 1 soft copy on CD)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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



**Section II: Financial Bid**

**1.1** Bidders must submit their financial bid in accordance with Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

**1.2 Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

**Section III: Certifications**

Bidders must sign and submit the certifications required under Part 5.

**Section IV: Additional Information**

**1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

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

City, Province, Territory / State

Postal Code / Zip Code

Country

## ATTACHMENT 1 TO PART 3 PRICING SCHEDULE

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

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

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

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

RESOURCES	FIRM ALL- INCLUSIVE PER DIEM RATE (in Cdn \$)	LEVEL OF SERVICES (estimated)	TOTAL(in Cdn \$)
<b>Period Contract Award to 31 March 2018</b>	<b>A</b>	<b>B</b>	<b>C= A x B</b>
Senior Disability Benefits consultant		8 days	\$
Intermediate Disability Benefits consultant		10 days	\$
Junior Disability Benefits consultant		5 days	\$
Senior Certified Actuary		10 days	\$
<b>EVALUATED PRICE (GST/HST excluded):</b>			<b>\$</b>
<b>GST or HST (insert GST or HST amount, as applicable):</b>			

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: project 1 timeframe is July 2001 to December 2001; project 2 timeframe is October 2001 to February 2002; the total months of experience for these two project references is four (4) months.

The Bidder's proposal will be evaluated against the following mandatory criteria:

#### **M1 Corporate Expert Knowledge**

The Bidder must submit three projects\* where the Bidder provided services related to the design of employee disability and sick leave management solutions resulting in improved organizational health, wellness and productivity.

For each project, the Bidder must provide the information requested in Table 1 (refer to Appendix 1).

\* For the purpose of criteria M1, M2, M3 and M4, a project is defined as:

- i. Related to a client organization with a minimum of 5,000 employees;
- ii. Lasted a minimum period of six months; and
- iii. Was completed in the last 10 years (at bid closing time).

#### **M2 Proposed Senior Disability Benefit Consultant**

##### **M2.1 Education**

The Bidder must demonstrate that the proposed Senior Disability Benefit Consultant holds a Bachelor's degree from a recognized organization\*.

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>

##### **M2.2 Minimum Experience**

The Bidder must demonstrate that the proposed Senior Disability Benefit Consultant has designed employee disability and sick leave management solutions resulting in improved organizational health, wellness and productivity by providing three (3) separate projects\* completed within the last 10 years and where the proposed resource acted in a lead role\* on at least one of the (1) projects.

\* A lead role is defined as a role where the resource was accountable for the final solution proposed to the client and in managing the other team members.

### **M2.3 Certification**

The Bidder must demonstrate that the proposed Senior Disability Benefit Consultant holds a Certified Human Resources Professional (CHRP) Certification.

## **M3 Proposed intermediate Disability Benefit Consultant**

### **M3.1 Education**

The Bidder must demonstrate that the proposed Intermediate Disability Benefit Consultant holds a Bachelor's degree from a recognized organization\*.

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>

### **M3.2 Minimum Experience**

The Bidder must demonstrate that the proposed Intermediate Disability Benefit Consultant has designed employee disability and sick leave management solutions with two (2) separate projects\* within last 10 years.

## **M4 Proposed Junior Disability Benefit Consultant**

### **M4.1 Education**

The Bidder must demonstrate that the proposed Junior Disability Benefit Consultant holds a Bachelor's degree from a recognized organization\*.

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>

### **M4.2 Minimum Experience**

The Bidder must demonstrate that the proposed Junior Disability Benefit Consultant has participated in the design of employee disability and sick leave management solutions with one (1) project\* within the last 10 years.

## **M5 Proposed Senior Certified Actuary**

### **M5.1 Minimum Experience**

The Bidder must demonstrate that the proposed Senior Certified Actuary has performed the costing of at least three (3) employee benefit plans and options /models, within the last 10 years.

### **M5.2 Certification / Professional Designation**

The Bidder must demonstrate that the proposed Senior Certified Actuary is a member of Canadian Institute of Actuaries.

## **M6 Team Requirements**

### **M6.1 Project Management Certification**

The Bidder must demonstrate that at least one of the proposed resources holds a valid Project Management Certification (such as a Project Management Institute (PMI) or a Project Management Association of Canada (PMAC) certification).

### **M6.2 Bilingual Capacity**

The Bidder must demonstrate that the team can operate in both of Canada's official languages at a minimum at the General Professional Proficiency, Plus level (Level 3+) as per the Department of Foreign Affairs and International Trade's oral proficiency scale available at:  
[http://www.international.gc.ca/ifait-iaeci/test\\_levels-niveaux.aspx](http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx)

#### **1.1.2 Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

### **R1 Corporate Experience (Maximum 240 points – Up to 80 points per project x 3)**

The Bidder's projects submitted in response to Mandatory Criteria M1 will be evaluated based on their similarity to the Government of Canada's Disability and Sick Leave Management (DSL) Transformation Project for the FPS.

Each project will be evaluated on a maximum of 80 points, based on the grid below:

<p><b>1.1 Client type (up to 5 points)</b></p> <p>Scoring Methodology:</p> <p>If a municipal government entity = 1 points If a provincial or territorial government entity = 3 points If a federal government entity = 5 points</p>
<p><b>1.2 Type of workforce (up to 10 points)</b></p> <p>Scoring Methodology:</p> <p>If non-unionized = 1 points If Unionized (single union) workforce = 5 points If Unionized (two or more unions) workforce = 10 points</p>
<p><b>1.3 Distribution of workforce (Up to 10 points)</b></p> <p>Scoring Methodology:</p> <p>If the workforce was across a minimum of two Jurisdictions* = 5 points If the workforce was across three or more Jurisdictions = 10 points</p>

\*Jurisdiction refers to a particular geographic area containing a defined legal authority with power to pass its own laws (e.g. federal, provincial or territorial jurisdiction).

#### **1.4 Scope of Services (up to 15 points)**

Scoring Methodology:

If the suite of services included short-term\* benefits and/or services = 5 points  
If the suite of services included long-term\*\* benefits and/or services = 5 points  
If the suite of services included short-term\* and long-term\*\* benefits or services = 10 points  
If the suite of services included short-term\* and long-term\*\* benefits and services = 15 points

\*Short Term is defined as a duration period of 0-6 months.  
\*\*Long Term is defined as a duration period of over 6 months.

#### **1.5 Level of complexity (Up to 15 points)**

Scoring Methodology:

If the project related to design of one (1) new long-term disability plan from one or no prior long-term disability plan being in place = 5 points  
If the project related to the design of one (1) new long-term disability plan from MULTIPLE previous long-term disability plans = 10 points  
If the project related to the design of one (1) new long-term disability plan which is INTEGRATED with a short-term disability plan from MULTIPLE previous long-term disability plans = 15 points

#### **1.6 Size of workforce (Up to 25 points)**

Scoring Methodology:

If 5,000 - 10,000 employees = 5 points  
If 10,001 - 20,000 employees = 10 points  
If 20,001 - 40,000 employees = 15 points  
If 40,001 - 80,000 employees = 20 points  
If over 80,000 employees = 25 points

### **R2 Demonstrated Improvements (up to 144 points – Up to 48 points per project x 3)**

Each of the three projects provided under M1 will be evaluated on the extent to which, when implemented, reduced the incidence and duration of disability and other related costs (e.g. sick leave costs, health care costs, Workers' Compensation Boards claims, leave for occupational injury/ illness, etc.).

The Bidder's projects will be evaluated and scored in accordance with the grid below:

#### **a) Cost**

If the project resulted in a reduction costs of the order of:

15% or more = 16 points

Between 10% and under 15% = 12 points

Between 5% and under 10% = 8 points

Between 1% and under 5% = 4 points

1% or less = 0 points

**b) Incidence**

If the project resulted in a reduction of incidences of disability claims in the order of:

15% or more = 16 points

Between 10% and under 15% = 12 points

Between 5% and under 10% = 8 points

Between 1% and under 5% = 4 points

1% or less = 0 points

**c) Duration of disability**

If the project resulted in a reduction of the duration of disability claims of the order of:

15% or more = 16 points

Between 10% and under 15% = 12 points

Between 5% and under 10% = 8 points

Between 1% and under 5% = 4 points

1% or less = 0 points

**R3 Client Satisfaction (up to 42 points - up to 14 points per project x 3)**

The Bidder should provide a client reference letter for each of the three projects provided in response to mandatory criteria 1.

The client reference letters will be evaluated and scored in accordance with the grid below:

Clearly identifies clients expectations are met = 6 points

Clearly identifies clients expectations were exceeded = 12 points

Clearly identifies clients expectations were exceeded and recommends the Bidder = 14 points

**R4 Understanding of the Requirement (up to 50 points)**

The Bidder should demonstrate its understanding of the overall requirements by describing the Critical Success Factors (CSFs) in no more than 2 pages, Arial 10 font size, based on its experience associated with delivering on the requirements described in Annex A, Statement of Work.

The Bidder's responses will be evaluated and scored in accordance with the following grid:

Scoring Methodology:

CSFs are deemed completely relevant to the DSLM Transformation Project requirement as set-out in the SOW = <b>50 points</b>
CSFs are deemed mostly relevant to the DSLM Transformation Project requirement as set-out in the SOW = <b>37.5 points</b>
CSFs are deemed somewhat relevant to the DSLM Transformation Project requirement as set-out in the SOW = <b>25 points</b>
CSFs are of minimal relevance to the DSLM Transformation Project requirement as set-out in the SOW = <b>12.5 points</b>
CSFs not provided or are deemed unacceptable = <b>0 points</b>

**R5 Proposed Senior Disability Benefit Consultant (up to 15 points)**

The Bidder should demonstrate the following elements where the proposed Senior Disability Consultant has relevant credentials

**R5.1** The proposed Senior Disability Benefit Consultant holds a Master's degree

Yes = 5 points

No = 0 points

**R5.2** The proposed Senior Disability Benefit Consultant has a health related educational background

Yes = 5 points

No = 0 points

**R5.3** The Proposed Senior Disability Benefit Consultant has experience in a lead role on other projects that the one submitted for M2.2

Lead on two projects = 5 points

Lead on one project = 2.5 points

**R6 Proposed Intermediate Disability Benefit Consultant (up to 10 points)**

The Bidder should demonstrate the following elements where the proposed Senior Disability Consultant has relevant credentials

**R6.1** The proposed Intermediate Disability Benefit Consultant has a health related educational background

Yes = 5 points

No = 0 points

**R6.2** The Bidder should demonstrate that the proposed Intermediate Disability Benefit Consultant holds a Certified Human Resources Professional (CHRP) Certification.

Yes = 5 points

No = 0 points



**R7 Proposed Junior Disability Benefit Consultant (up to 5 points)**

**R7.1** The proposed Junior Disability Benefit Consultant has a health related educational background

Yes = 5 points

No = 0 points

**R8 Proposed Senior Certified Actuary (up to 5 points)**

**R8.1** The Bidder should demonstrate that the proposed Senior Certified Actuary holds an Actuarial Science Degree.

Yes = 5 points

No = 0 points

**1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**2. Basis of Selection**

**2.1 Basis of Selection - Highest Combined Rating of Technical Merit 60% and Price 40%**

2.1.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria;

2.1.2 Bids not meeting (a) or (b) will be declared non-responsive.

2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	
<b>Overall Technical Score</b>	115/135	89/135	92/135	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>	83.84	75.56	80.89	
<b>Overall Rating</b>	1st	3rd	2nd	

## **PART 5 - CERTIFICATIONS**

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

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

### **Mandatory Certifications Required Precedent to Contract Award**

#### **1. Code of Conduct and Certifications - Related documentation**

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

#### **2. Additional Certifications Precedent to Contract Award**

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

##### **2.1 Federal Contractors Program - Certification**

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_  
(e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the [FCP](#) is available on the HRSDC Web site.

## 2.2 Former Public Servant

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

### Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### **2.3 Status and Availability of Resources**

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

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

## **2.4 Education and Experience**

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

## **2.5 Data Access**

The Bidder certifies it has access to data banks on sick leave usage, duration and incidence from public and private sectors.

\_\_\_\_\_  
**Name of Supplier's Authorized Signatory**

\_\_\_\_\_  
**Signature of Supplier's Authorized Signatory**

\_\_\_\_\_  
**Date**

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **1. Security Requirement**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) Web site.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

#### **1.1 Task Authorization**

**1.1.1** Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

**1.1.2** With respect to the Work mentioned under paragraph 1.1.1 of this clause,

**1.1.2a)** an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;

**1.1.2b)** the TA Authority and limit will be determined in accordance with paragraph 1.1.3 of this clause;

**1.1.2c)** the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;

**1.1.2d)** the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and

**1.1.2e)** the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form. An authorized TA is a completed Annex D signed by all signing authorities.

#### **1.1.3 TA Authority and Limit**

**1.1.3.1** The Technical Authority may authorize individual TAs inclusive of any revisions up to a limit of \$0, GST or HST extra.

**1.1.3.2** The authority specified under paragraph 1.1.3.1 of this clause is granted subject to the sum specified in the Contract under clause 7.2, Limitation of Expenditure - Cumulative Total of all authorized TAs not being exceeded.

#### **1.1.4 TA Process**

**1.1.4.1** For each task or revision of a previously authorized task, the Contracting Authority will provide the Contractor with a request to perform a task prepared using Annex D, Task Authorization Form, containing as a minimum:

1. the task or revised task description of the Work required, including:
  - a) the details of the activities or revised activities to be performed;
  - b) a description of the deliverables or revised deliverables to be submitted; and



- c) a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and
4. the Contract method(s) of payment applicable to the task or revised task

**1.1.4.2** Within five (5) calendar days of its receipt of the request, the Contractor must provide the Contracting Authority with a signed and dated response prepared and submitted using the TA form received from the Contracting Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B

### **1.1.5 TA Authorization**

**1.1.5.1** The TA Authority will authorize the TA based on:

1. the request submitted to the Contractor pursuant to paragraph 1.1.4.1 above;
2. the Contractor's response received, submitted pursuant to paragraph 1.1.4.2 above; and
3. the agreed total estimated cost for performing the task or, as applicable, revised task

**1.1.5.2** The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 1.1.5.1 above.

**1.1.5.3** The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

### **1.1.6 Minimum Work Guarantee - All the Work - Authorized TAs**

**1.1.6.1** In paragraphs 1.1.6.2 and 1.1.6.3 below,

- "Maximum Contract Value" means the sum specified in Contract clause 7.2, Limitation of Expenditure - Cumulative Total of All Authorized TAs; and
- "Minimum Contract Value" means 10% of the Maximum Contract Value.

**1.1.6.2** Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.1.6.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

**1.1.6.3** In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

**1.1.6.4** Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **2.1 General Conditions**

2035 (2013-04-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **3. Security Requirement**

**3.1** The following security requirement applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

### **3.2 Contractor's Site or Premises Requiring Safeguard Measures**

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

Address:  
Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

## **4. Term of Contract**

### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Cédric Pilon  
Title: Team Leader, Procurement and Contracting  
Treasury Board of Canada Secretariat  
Address: 300 Laurier West, Ottawa, Ontario, K1A 0R5  
Telephone: 613-617-1021  
Facsimile: 613-947-5194  
E-mail address: [Cedric.Pilon@tbs-sct.gc.ca](mailto:Cedric.Pilon@tbs-sct.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **5.2 Project Authority**

*To be provided at contract award.*

The Project Authority for the Contract is:

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

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

### **5.3 Contractor's Representative**

*To be provided at contract award.*

## **6. Proactive Disclosure of Contracts with Former Public Servants**

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

## **7. Payment**

### **7.1 Basis of Payment**

One of the following types of basis of payment will form part of the approved TA

#### **7.1.1 Firm Lot Price TA**

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#### **7.1.2 TA subject to a Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

- (a) when it is 75 percent committed, or
  - (b) four (4) months before the final delivery date specified in the approved TA, or
  - (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,
- whichever comes first.

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

### **7.2 Limitation of Expenditure - Cumulative Total of all Approved Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed \$600,000.00. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the Contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.3 Methods of Payment - Approved TA**

One, several or all of the following methods of payment will form part of the approved TA:

#### **7.3.1 For a Firm Price TA:**

For the Work specified in an approved firm price TA:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

#### **7.3.2 Limitation of Expenditure TA:**

For the Work specified in an approved TA subject to a limitation of expenditure:

##### **A Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;

(c) the Work delivered has been accepted by Canada.

## **B Progress Payment**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work if:
  - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>) and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (b) the amount claimed is in accordance with the Basis of payment;
  - (c) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

## **C Monthly Payments**

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

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

## **7.4 Time Verification**

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

## **8. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **9. Compliance with Certifications**

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

## **10. Applicable Laws**

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

## **11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2013-04-25), General Conditions - Higher Complexity – Services;
- (c) the signed Task Authorizations (including all of its annexes, if any)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

## **12. Foreign Nationals (Canadian Contractor)**

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

## **12. Foreign Nationals (Foreign Contractor)**

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## **13. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance

acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.”

#### **14. Conflict of Interest- Other Work**

The Contractor, during and after the period of performance of the Contract agrees that:

- a) it must not bid on any other work stream of this project for the Work performed under its Contract, to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's bid for such a resulting contract;
- b) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), on any other work stream for the Work performed under its Contract , the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's Bid for any resulting contract; and
- c) it must not act as an advisor or provide any third party with privileged information obtained in the performance of its work, for any real estate transaction related to the Work performed under its Contract.

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts, on any other work stream of this project for the Work performed under its Contract, as described in this clause, in respect to which Canada determines, at its sole discretion, that the Bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

#### **15. Knowledge Transfer at the end of contract period**

The Contractor agrees that, in the period leading up to the end of the Contract and for up to three months afterwards, it will make all reasonable to assist Canada in documenting the lessons learned and any other elements to allow corporate knowledge transfer from the Contractor to Canada. The Contractor agrees that there will be no additional charge for these services.



## ANNEX A

### STATEMENT OF WORK

#### 1.0 TITLE

Disability Benefits Consultants — Subject matter Experts on Disability Management Industry Best Practices, Design Options and Service Levels.

#### 2.0 OBJECTIVE

The Office of the Chief Human Resources Officer (OCHRO) of the Treasury Board of Canada Secretariat (TBS) has a requirement for the provision of consulting services to support the Disability and Sick Leave Management (DSLML) Transformation Project in the Federal Public Service.

The Contractor will support TBS and its partners in a number of activities to implement the DSLML transformation project including providing input into the Request for Proposal(s) for the procurement of a new short term disability plan for the Federal Public Service (FPS), as well as the retendering of the existing long term disability insurance plans.

#### 3.0 BACKGROUND

In recent years, in both the public and private sectors, the issue of employee absence due to illness or injury has attracted considerable attention. Increasingly, sectors have come to recognize the personal impact on the people affected, their families and their colleagues and the effects of such absences on an organization's productivity.

In 2007, efforts began to look critically at the current federal disability and sick leave management system, triggered by the rising duration of claims under the long-term disability plans which cover employees in the Core Public Administration and those who work for separate agencies (i.e., "separate employers"). This initial work identified the need for policy research and review; better information with which to track and manage claims incidence and duration, and interdepartmental collaboration to modernize disability management infrastructure, particularly the disability plans.

In 2009, Treasury Board approved and funded a three-year project, the Disability Management Initiative (DMI). Its mandate included formulating recommendations on necessary changes to policies, centrally provided services, and the disability plans, to support more effective disability and sick leave management by departments, agencies and separate employers, and to make the system fairer and more cost-effective. The culmination of this work called for an integrated and modernized approach to managing injury, illness and disability in the FPS that improves employee wellness while reducing employer costs due to absence from work.

Proposed structural changes to disability management in the FPS shall achieve the following business outcomes:

1. Employees have incentives and seamless access to services:
  - To maintain their health (mental and physical), and
  - When illness or injury occurs, support to recover and stay at work if possible or return to work as soon as it is safe to do so, including with all necessary accommodations, and
  - If return to work is not possible, reasonable income security.

2. Disability management in departments, agencies and separate employers is supported by coherent, aligned policy; cost-effective disability plans; responsive services, and streamlined reporting requirements.
3. Departments' and agencies' sick leave, workers' compensation and employee benefit program costs are reduced.
4. A greater share of disability management resources are directed "upstream" to prevention and early intervention, consistent with a high performing and productive workforce.

In summary, the proposed changes to sick leave and disability management in the FPS will create a modernized, seamless and more accessible system for employees, with a policy and program framework that is cost effective, sustainable and promotes employee wellness and productivity.

In achieving these outcomes, the following principles will guide the final design of the new disability management and sick leave system:

- **Fairness** – the new system must treat all employees equitably, without favouring long-serving employees or those at more senior levels and regardless of the cause of illness / injury / disability;
- **Comparability** – the new system must reflect what comparable employers provide their employees;
- **Affordability** – the new system must cost less than the current one;
- **Sustainability** – the new system must contain costs over time, including as a result of targeted wellness and prevention activities and improved workforce productivity; and,
- **Administrative simplicity** – when implemented, the new system must be straightforward to operate, placing fewer time-consuming administrative demands on employees, managers and Human Resources (HR) professionals than the status quo, and interoperable with the Government of Canada's HR pay systems as well as provincial worker's compensation pay systems. It is anticipated that achieving administrative simplicity will involve outsourcing administrative functions to the group benefits and insurance industry when it can demonstrate that it has the capacity to perform these functions more reliably, faster and more efficiently than internal-to-government service providers.

### 3.1 The Current Situation

This section provides a brief background to the FPS of Canada's interest and accomplishments to date in disability management. It outlines the legislative and policy basis for management accountability and action-planning in this domain; provides time-specific findings that profile experience with disability management in the FPS; and, briefly describes the Disability Management Initiative.

At present, a number of common disability management services are available to departments and agencies. However, they are a fragmented institution-centered collection of services that provide for assistance with both occupational and non-occupational illnesses, injuries and medical conditions.

For purposes of the Government of Canada, disability and sick leave management refers to managing health-related absences from work and the risks that cause these absences, to shorten or prevent them, improve workforce productivity, and reduce costs. There are three main components to the workplace disability management system:

- 1) Prevention – to promote health and wellness in the workplace; prevent injury and illness arising from risks and hazards in the workplace and its social environment, and protect employee health at work;
- 2) Support for Recovery – to support ill / injured employees to remain at work where possible, or to set the stage for a successful return-to-work; and,
- 3) Accommodation – to modify and/or adjust a job and/or work environment, and create a welcoming workplace for ill/injured employees so that they can stay at work or successfully return to work from an absence due to illness / injury, and perform job functions efficiently and safely.

A range of legislative requirements, Treasury Board policies and collective agreements dictate what specifically can and should be done to support employees in the FPS who experience illness/ injury or a medical condition so that they can continue working within the FPS, and what benefits federal public services employees are offered.

How these measures and resources are deployed and administered is up to departments and agencies to determine in recognition that specific work requirements may vary among the organizations. This results in differences in how disability management is implemented from one department or agency to the next.

Responsibility for the common services associated with disability and sick leave management in the FPS is distributed across central agencies and line departments or agencies with legislative or policy responsibility for provision of such services to sister departments and agencies.

Across the FPS, disability management processes have generally not kept up with evolving industry practices and are applied in an uneven manner. While some departments and agencies are actively engaged in supporting early return to work and workplace accommodation, the majority do not have disability management programs in place.

The lack of consistency of the programs across the workplace results in employees being off the job due to illness or injury for a longer duration than required, at a higher rate than other public and private sector employers, which results in lost productivity and increased costs in the form of disability insurance premiums, health plan costs, and costs associated with replacing ill and injured employees (estimated to range between 0.5 to 3.0 times the salary costs of the ill or injured worker.)

Additional information on managing disability and sick leave management in the federal public service can be found at the TBS website Disability Management in the FPS (<http://www.tbs-sct.gc.ca/hrh/dmi-igi/index-eng.asp>),

At present, there is no integrated governance of disability management across the FPS. There is no single framework that aligns all the policies, processes, services, roles, responsibilities and accountabilities involved. This poses significant risks for the government, for program sustainability and governance.

### 3.2 Moving Forward

To help accomplish the required transformation to a system of seamless, coherent, integrated and sustainable services, the Disability and Sick Leave Management (DSL) Transformation Project is looking for a contractor to assist the Government of Canada by providing the services set out below. This Statement of Work reflects the principal requirement to consolidate and analyze information on current industry management and best practices relating to disability and sick leave management focused on supporting the structural changes under various work streams and activities to be carried out by the project.

This support is crucial for developing and delivering common services required by departments and agencies to address the cause, duration and frequency of disability absence relevant to their particular employees and workplace.

Recommendations made as well as support provided by the Contractor are designed to help the project achieve effective structural changes to disability and sick leave management within the time frame provided.

#### **4.0 SCOPE OF WORK**

On an as-and-when requested basis, through the issuance of Task Authorisations (TAs), the Contractor will be required to provide consulting services to help design and implement structural changes to disability and sick leave management to meet the Government of Canada's objectives.

The Contractor will assist the Office of the Chief Human Resources Officer (OCHRO), Treasury Board of Canada Secretariat (TBS) to build upon the work done to date on the DSLM Transformation Project across the FPS. This work is to be carried out in phases, incorporating the appropriate work streams of the project, involving a number of departments and agencies with authorities for various aspects of disability and sick leave management throughout the FPS. The required work may include, but not limited to, the areas of:

1. Research and analyses of leading practices in the area of disability and sick leave management:
  - o Schedule and Work Plan, including the costing of various program options;
  - o Assist in the development of a detailed work plan for the DSLM Transformation project implementation, including timelines and key deliverables;
  - o Advice and support on the Final Disability and Sick Leave Management Framework Detailed Design;
2. Advice and support for Strategic Procurement of Services to Support disability management plans;
3. Advice and support on achieving changes with stakeholders; and,
4. Advice and support on planning transition to steady state operations under the Modernized Disability and Sick Leave Management Framework.

#### **5.0 TASKS**

On an as-and-when requested basis, the Contractor may be requested to provide a team of resources to fulfill, but not limited to, the following tasks:

##### **5.1 Final Schedule and Work Plan:**

5.1.1 The Contractor may participate in a range of meetings, as determined by the Project Team, including a contract start-up meeting with the Project Authority. At the initial face-to-face meeting, the project authority would confirm any required adjustments to the Contractor's proposed work plan and finalize timelines. An initial start-up meeting could be held within 10 business days of Contract Award at a TBS site within the National Capital Region.

5.1.2 The Contractor may be requested to revise and finalize, based on input from the project authority, the Schedule and Work Plan for the Contract (contained in the Contractor's Proposal) and obtain project authority approval within 15 business days of the contract start-up meeting.

5.1.3 The Contractor may be required to update the work plan from time to time.

## **5.2 Analysis of research on disability and sick leave management**

The Contractor may be required to:

5.2.1 Review and analyze current research on disability and sick leave management prepared for TBS in the years 2010-2012.

5.2.2 Refine and update Sick Leave and Disability benefit program design options, including cost benefit analyses for each option as well as developing cost projections for the medium term (i.e. 5 years) for each of the options.

5.2.3 Help identify and articulate the approach to integrated Sick Leave and Disability benefit program for the FPS with a focus on shaping discussions with industry under strategic procurement activities of the project.

The Contractor may be required to review, analyze, and provide comments and feedback on the existing research/design options prepared for the DSLM Transformation Project. As a result of this review and analysis, the Contractor may be required to:

5.2.4 Provide TBS with a presentation and a written report that would cover areas such as;

- Insufficient, unnecessary or conflicting details;
- Incomplete, missing or ambiguous information; and
- Information which is open to misinterpretation.

5.2.5 Provide statistical analysis and other available information based on data banks on sick leave usage, duration and incidence from public and private sectors it has access to.

## **5.3 Advisory and support on the Development of the Strategic Procurement Plan**

The Contractor may be requested to provide advice and support on the Development of a Strategic Procurement Plan in performing any of the following activities:

5.3.1 The engagement of the benefits industry will be central to the strategic procurement approach for the acquisition of third party claims adjudication and administration services to support both a new short-term disability plan and a long-term insurance plan.

5.3.2 Participate in the Strategic Procurement Process to provide advice, guidance, and expert knowledge on how to best meet TBS business requirements through various approaches to procurement. In doing so, the Contractor may be requested to liaise with Public Works and Government Services Canada (PWGSC) - Acquisitions Branch.

5.3.3 Participate in the Strategic Procurement Process to provide advice, guidance, and expert knowledge on how best to align with industry best practices given the population of the FPS.

5.3.4 Participate in and contribute to the development of a Request for Information (RFI), and a Request for Proposal (RFP) for a new Short Term Disability Plan and a retendering for a Long Term Disability Insurance Plan.

- 5.3.5 Assist with the introduction of a new integrated policy, and services via the new short-term and retendered long-term disability Insurance plans, to enable effective case management and timely accommodation of employees with disabilities to facilitate return to work.
- 5.3.6 Review and provide advice on information the industry is providing (i.e. sounding board on information)
- 5.3.7 Provide advice, guidance, and expert knowledge in the review of proposals received from the procurement process.

**5.4 Advice and Support on Transition to Modernized Disability and Sick Leave Management Framework**

The Contractor may be requested to provide Advice and Support on Planning the Transition to Steady State Operations under the Modernized Disability and Sick Leave Management Framework by performing some of these activities:

- 5.4.1 Identify potential sick leave and disability benefit program implementation issues and provide recommendations for mitigating associated risks.
- 5.4.2 Provide advice and support on achieving changes with current stakeholders, in particular bargaining agents.
- 5.4.3 Investigate and research issues in consultation with the client and contracted resources.

**6. PERSONNEL REQUIREMENTS**

The Contractor may be requested to provide resources in the following categories to successfully deliver on tasks identified in the statement of work of any resulting Task Authorization.

The project team must include Disability Benefit Consultants at the senior, intermediate and junior levels as well as a Senior Certified Actuary.

<b>Personnel Category</b>	<b>Quantity</b>
Senior Disability Benefit Consultant	1
Intermediate Disability Benefit Consultant	1
Junior Disability Benefit Consultant	1
Senior Certified Actuary	1

Personnel Qualifications as well as overall team qualifications are identified in the Mandatory and Rated Criteria of the Bid Solicitation.

**7. GOVERNMENT FURNISHED EQUIPMENT/INFORMATION**

No access to government equipment or information systems will be provided as part of this contract. Documentation to be provided to the Contractor will be publically available as well as private internal Government of Canada information.

**8. DELIVERABLES**

Each Task Authorization will identify the specific deliverables and schedule the Contractor's resources will have to produce and meet as well as the format.

Deliverables may be requested in the following formats: hard copy, electronic copy (MS Office 2010 suite, PDF, etc...)

The Contractor must prepare, at no additional cost to TBS, a Quarterly Progress Report that includes:

- a) An overview of the significant activities completed against each deliverable during the reporting period;
- b) A summary of outstanding activities to complete each deliverable;
- c) Identification of any issues that may prevent completion of a deliverable within the approved schedule and/or budget; and
- d) Issues and Recommendations relating to the conduct of the work (if applicable).

As a minimum Contract Quality Assurance requirement, the Contractor is responsible for performing all reviews, inspections and tests necessary to substantiate that the services and/or material provided conform to the specifications and requirements of the contract.

## 9.0 LANGUAGE OF WORK

The Contractor must provide at least one bilingual resource when participating and leading in working groups and making presentations to departmental employees. Otherwise, unilingual resources are acceptable.

All written reports are to be provided in English. Each Task Authorization will identify the language of work applicable to it.

## 10.0 TRAVEL REQUIREMENTS

Unless otherwise specified, all meetings will be held in the National Capital Region or via teleconference. Travel outside of the NCR is not anticipated to support the work. Should there be a travel requirement; the Task Authorization will identify the requirement.

## 11.0 APPLICABLE DOCUMENTS

Disability management, across the Government of Canada, focuses on absences from work as a result of illness, injury or disability, and on preventing the risks that cause these absences. The Disability Management in the Federal Public Service web resource (<http://www.tbs-sct.gc.ca/hrh/dmi-igi/index-eng.asp>) has been prepared to assist managers and employees in understanding and managing disability management cases.

Instrument	Legislation	Treasury Board Policy Suite	Collective Agreements	Prevention	Support for Recovery	Accommodation
<i>Canada Labour Code Part II</i> <a href="http://laws.justice.gc.ca/eng/L-2">http://laws.justice.gc.ca/eng/L-2</a>	x			√		
<i>Canadian Human Rights Act</i>	x			√		√

Instrument	Legislation	Treasury Board Policy Suite	Collective Agreements	Prevention	Support for Recovery	Accommodation
<a href="http://laws.justice.gc.ca/en/H-6/index.html">http://laws.justice.gc.ca/en/H-6/index.html</a>						
Directive on Leave and Special Working Arrangements (sick leave without pay) <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15774&amp;section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15774&amp;section=text</a>		x		√	√	√
Disability Insurance (DI) <a href="http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_865/disinsplan-eng.asp">http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_865/disinsplan-eng.asp</a>		x			√	
Duty to Accommodate Persons with Disabilities in the Federal Public Service <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12541">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12541</a>		x		√		√
Employee Assistance Program Policy <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542</a>		x		√		
<i>Employment Equity Act</i> <a href="http://laws.justice.gc.ca/eng/E-5.401/page-1.html">http://laws.justice.gc.ca/eng/E-5.401/page-1.html</a>	x			√		√
<i>Government Employees Compensation Act (Workers' Compensation)</i> <a href="http://laws.justice.gc.ca/en/G-5/">http://laws.justice.gc.ca/en/G-5/</a>	x				√	
Injury-on-duty Leave <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12139">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12139</a>  <a href="http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/coll_agree/siglist-eng.asp">http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/coll_agree/siglist-eng.asp</a>		x	x		√	
Occupational Safety and Health <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12560">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12560</a>		x		√		
Policy on Government Security (Emergency and Business Continuity) <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578&amp;section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578&amp;section=text</a>		x		√		
Public Service Management Insurance Plan – Long Term		x			√	



Instrument	Legislation	Treasury Board Policy Suite	Collective Agreements	Prevention	Support for Recovery	Accommodation
Disability (PSMIP LTD) <a href="http://www.tbs-sct.gc.ca/Pubs_pol/hrpubs/TB_863/psmippolicy-eng.asp">http://www.tbs-sct.gc.ca/Pubs_pol/hrpubs/TB_863/psmippolicy-eng.asp</a>						
<i>Public Service Employment Act</i> (Priority Appointments) <a href="http://laws.justice.gc.ca/en/P-33.01/index.html">http://laws.justice.gc.ca/en/P-33.01/index.html</a>	x					√
Public Service Health Program (Fitness to Work Evaluations - FTWEs) <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&amp;id=12561">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&amp;id=12561</a>		x		√		√
<i>Public Service Superannuation Act</i> (medical pensions) <a href="http://laws.justice.gc.ca/en/P-36/">http://laws.justice.gc.ca/en/P-36/</a>	x				√	
Sick Leave with Pay <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15774&amp;section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15774&amp;section=text</a> <a href="http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/coll_agree/siglist-eng.asp">http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/coll_agree/siglist-eng.asp</a>		x	x		√	
Telework Policy <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12559">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12559</a>		x		√		√
Termination of Employment (Medical Reasons) <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12609&amp;section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12609&amp;section=text</a>	x	x				
Terms and Conditions of Employment <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15771">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15771</a>		x			√	

## 12.0 LOCATION OF WORK

The Contractor may be requested to attend meetings within the National Capital Region as required by the Project Authority but may undertake the development of deliverables at its work location. The Contractor may also be requested to participate in teleconferences, as required by the Project Authority. Each Task Authorization will identify the location of work applicable to it.

**ANNEX B**  
**BASIS OF PAYMENT**

**A- Contract Period (From Date of contract to March 31, 2018)**

During the period of the Contract, the Contractor will be paid as specified below for Work performed in accordance with the Contract.

The rate specified below, includes any of the following expenses that may need to be incurred to satisfy the terms of the contract:

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

**1.0 Labour**

The Contractor will be paid all inclusive fixed time rates as follows:

CATEGORY OF PERSONNEL	Firm all inclusive per diem rate (Cdn)
Senior Disability Benefit Consultant	\$
Intermediate Disability Benefit Consultant	\$
Junior Disability Benefit Consultant	\$
Senior Certified Actuary	\$

**1.1 Definition of a Day/Proration:**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} / \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

- (i) All personnel must be available to work outside normal office hours during the duration of the Contract.

- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

13-0003



Contract Number / Numéro du contrat 2406214009
Security Classification / Classification de sécurité

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat 2406214009
Security Classification / Classification de sécurité

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

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

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

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

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

Contract Number / Numéro du contrat
2406214009
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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

**ANNEX "D"  
TASK AUTHORIZATION FORM**

TASK AUTHORIZATION (TA)				
<b>Contractor:</b>		<b>Contract Number:</b>		
<b>Task Number:</b>		<b>Date:</b>		
<b>Amendment Number:</b>		<b>Date:</b>		
TA Request (For completion by Project Authority)				
1. Description of service(s) to be delivered/provided as per the Statement of Work [Insert details]				
<b>2. PERIOD OF SERVICES</b>		<b>From:</b>	_____	<b>To:</b> _____
<b>3. Service Location</b>		[Indicate where the work will be performed within the NCR]		
<b>4. Travel Requirements</b>				
<b>5. Other Conditions /Restrains</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
<b>6. Basis of Payment</b>		Limitation of Expenditure [ ]		Firm Price [ ]
7. METHOD OF PAYMENT:				
<input type="checkbox"/> Single <input type="checkbox"/> Monthly <input type="checkbox"/> Progress				
8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
( ) Reliability				
9. LANGUAGE OF WORK				
Language of service(s) to be delivered/provided		<input type="checkbox"/> French <input type="checkbox"/> English		
TA Proposal (For completion by Contractor)				
10. Estimated Cost Contract <Insert additional rows as required>				
Resource Category & Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated level of days of efforts	Total
				\$
				\$
				\$
			<b>Sub-Total Price</b>	
			<b>HST</b>	
			<b>Total Price HST Included</b>	
TA Approval				
11. Signing Authorities				
Name and Title of Individual Authorized to Sign on Behalf of Contractor [type or print]		Signature		Date

Name and Title of TBS Project Authority [type or print]	Signature	Date
Name and Title of Individual Authorized to Sign on Behalf of the Treasury Board of Canada Secretariat (TBS)	Signature	Date

**12. Basis of Payment & Invoicing**

Payment to be made based on receipt of a detailed invoice for services rendered, subject to acceptance by the Project Authority.

Original invoices must be sent to the Project Authority identified in the Contract and a copy of the invoice must be sent to the Contracting Authority identified in the Contract. Electronic submission of invoices is acceptable.