



CONTRACTING AUTHORITY

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Request for Proposals (RFP)

for

Performance of the Work described in
Appendix "A", Statement of Work of the Draft
Contract.

TITLE Locally Engaged Staff (LES) Comprehensive Global Insurance Review	
SOLICITATION NUMBER 15-103327-ALDP-BH	DATE 10/07/2015
PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 14:00 on August 24, 2015 (as per Ottawa Time, Ontario) referred as the "Closing Date". Only electronic copies will be accepted and received at the following email address: AAC@international.gc.ca Attention: Brent Hygaard - AAO Solicitation #: 15-103327-ALDP-BH Bidders should ensure that their name, address, Closing Date, and solicitation number is clearly marked in the email subject/title.	



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1. GENERAL INFORMATION

1.1. Summary

1. The Department of Foreign Affairs, Trade and Development (DFATD) is seeking advice on the development and implementation of a more modern and streamlined approach to the provision of insurance benefits to locally engaged staff (LES) at the Government of Canada's diplomatic missions ("missions") around the world.
2. The period of the contract will be two (2) years with one (1) optional period of one (1) year.

1.2. Statement of Work

The Work to be performed is detailed in Appendix "A" Statement of Work.

1.3. Definitions

"Applicable Tax" means any tax applicable in the jurisdiction of the Work.

"Canada", "Crown", or "the Government" means the Queen in right of Canada as represented by the Minister of Foreign Affairs, Trade and Development and any other person duly authorized to act on behalf of that minister.

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

1.4. Contract Documents

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this Request for Proposal (RFP). Bidders are advised to review it in detail and identify any problematic clauses to the Contracting Authority in accordance with the section 3.5, Communications, Enquiries and Suggested Improvements. Canada reserves the right not to make any amendment(s) to the Contract Documents before the Contract Award.

1.5. Priority of Documents

In the event of discrepancies, inconsistencies or ambiguities of the wording of the following documents, the document that appears first will prevail.

1. Request for Proposal (RFP)
2. Section I, Technical Proposal
3. Section II, Price Proposal
4. Section III, Certifications
5. Section IV, Draft Contract
6. Section V, Security requirements



1.6. Applicable Laws

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

1.7. Entire Requirement

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

1.8. Validity of Proposal

Proposals will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the RFP, unless specified otherwise in RFP. Canada reserves the right to seek an extension of the proposal validity period from all responsive Bidders in writing, within a minimum of three (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the solicitation.

1.9. Debriefings

Bidders may request a debriefing on the results of the RFP process, within 30 calendar days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

1.10. Challenges

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the Contracting Authority in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

1.11. No Promotion of Bidders Interest

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

2. CAPACITY TO BID

2.1. Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together



with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.2. Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - c. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Bidder must provide the information on request from the Contracting Authority.
3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solitarily liable for the performance of any resulting contract.

2.3. Certifications

1. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada may declare a proposal non-responsive, or may declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the proposal evaluation period or during the contract period.
2. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the proposal non-responsive.

3. BIDDING INSTRUCTIONS

3.1. Submission of Proposals

1. Proposals must be submitted only to the Department of Foreign Affairs, Trade and Development by the date, time and to the address indicated on page 1 of the RFP. Canada will not be responsible for proposals delivered to a different location.
2. By virtue of the Bidder submitting a proposal, which is received in writing and accepted by Canada, is considered by Canada to constitute a contract as it reflects those conditions proposed or agreed to in writing by the successful bidder.
3. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to



provide the signature(s). Failure to comply with the request of the Contracting Authority and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 2.2, Joint Venture.

4. It is the Bidder's responsibility to:
 - a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - b. prepare its proposal in accordance with the instructions contained in the RFP;
 - c. submit by closing date and time a complete proposal;
 - d. ensure that the Bidder's name, return address, and the RFP number are clearly visible on the envelope or the attachment(s) containing the proposal; and,
 - e. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
5. Canada will make available Notices of Proposed Procurement (NPP), RFPs and related documents for download through the Government Electronic Tendering Service (GETS) Website: Buyandsell.gc.ca/tenders. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFP or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
6. Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
7. Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
8. A proposal cannot be assigned or transferred in whole or in part.

3.2. Language of Proposal

Proposal documents and supporting information must be submitted in either English or French.

3.3. Late Proposal

Canada will inform the Bidder if their proposal is delivered after the stipulated RFP closing date and time.

3.4. Bidders Conference – Mandatory

It is mandatory that the Bidder or a representative of the Bidder attend the conference. A one hour Bidders Conference will be held at Room S6-100, 111 Sussex Drive, Ottawa, ON, on Wednesday, July 22nd, 2015 and will begin at 10:00 am. (Ottawa time) Bidders will need to bring a piece of ID and sign at the front desk at 111 Sussex. It is recommended to arrive at least 15 minutes early.



Bidders may attend the conference by calling in rather than in person:

Toll Free Call: 1-877-413-4791
Local Call: 613-960-7515
Conference ID: 8615961

Bidders are requested to confirm their attendance with the Contracting Authority no later than one (1) working day before the conference and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the Bidders Conference.

Bidders who do not attend or send a representative will not be given an alternative appointment and their proposal will be rejected as non-compliant. Any clarifications or changes to the RFP resulting from the conference will be included as an amendment to this RFP.

3.5. Communications, Enquiries, Suggested Improvements

1. All enquiries and suggested improvements must be submitted in writing only to the following email address: AAC@international.gc.ca no later than eight (8) calendar days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
2. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable 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.
3. Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing to the Contracting Authority. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

3.6. Bid Costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Bidder associated with the evaluation of the proposal, are the sole responsibility of the Bidder.

3.7. Price Justification

At Canada's discretion and request, Bidders must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or



- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

4. RIGHTS OF CANADA

4.1. Rights of Canada

Canada reserves the right to:

- a. reject any or all proposals received in response to the RFP;
- b. reject any proposals with conditional requirements;
- c. enter into negotiations with compliant Bidders on any or all aspects of their proposals;
- d. accept any proposal in whole or in part without negotiations;
- e. cancel the RFP at any time;
- f. reissue the RFP;
- g. if no responsive proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who bid to resubmit proposals within a period designated by Canada.

4.2. Rejection of Proposals

1. Canada may reject a proposal where any of the following circumstances is present:

- a. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- b. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the proposal;
- c. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- d. with respect to current or prior transactions with the Government of Canada:



- i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the proposal;
- ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a proposal pursuant to a provision of subsection 1. (d), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, before making a final decision on the bid rejection.

4.3. Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a proposal in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees were involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFP that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

2. The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

5. PROPOSAL PREPARATION INSTRUCTIONS

Canada request Bidders provide their proposal in a Soft copy format (electronic format).

Proposal submissions must be made in accordance with the 'Proposal Delivery' section indicated in the cover page, page 1 of this document.

Section I: to be labeled "**Technical Proposal**"; one (1) Soft copy;
Proponents must submit their technical proposal in accordance with Section I.



Section II: to be labeled “**Financial Proposal**”; one (1) Soft copy;
Bidders must submit their Financial Proposal in accordance with Section II. Prices must appear in Section II only and must not be indicated in any other section of the proposal. Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separated document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed.

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

Section III: to be labeled “**Certifications**”; one (1) Soft copy;
Bidders must submit the certifications required under Section III.

Canada requests Bidders follow the specifications format instructions described below in the preparation of their bid:

- (a) Attachments are to be in a Portable Document Format (.pdf) software application;
- (b) Total electronic submission size cannot exceed 14 **megabytes**;
- (c) Minimum type face of 10 points.
- (d) All material must be formatted to print on 8.5” x 11” or A4 paper.
- (e) For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

6. EVALUATION PROCEDURES AND BASIS OF SELECTION

6.1. Conduct of Evaluation

1. In conducting its evaluation of the proposals, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - b. contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to Bidders' legal status;
 - d. conduct a survey of Bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
 - e. where unit pricing is used for evaluation purposes, correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFP.



2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the proposal being declared non-responsive.

3. An evaluation team composed of a majority of representatives of Canada will evaluate the proposals.

6.2. Basis of Selection – Lowest Price Per Point

To be considered responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation;
- b. Meet all the mandatory requirements of this solicitation; and
- c. Obtain the required minimum of **60 percent** overall of the points that correspond to the rated criteria set out in Appendix “B”.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the valid proposal that scores the highest number of rating points, nor the one that contains the lowest cost estimate will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

The lowest evaluated price per point will be determined by dividing the proposed total price of the initial contract, including options to extend, if applicable, by the total technical score, to establish the lowest evaluated price per point.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	75,000.00	78	961.54 per point
Bidder 2	92,000.00	83	1,108.44 per point
*Bidder 3	81,000.00	88	920.46 per point

***In the above scenario, Bidder #3 would be declared the successful bidder.**



SECTION I

TECHNICAL PROPOSAL

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation
- b. The Bidder/Firm must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation
- c. The Bidder/Firm must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once
- d. It is recommended that the Bidder/Firm include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references to be awarded a contract. Canada may declare a bid non-responsive if the required references are not submitted as requested. Bidders should provide the required references in the Technical Proposal of their bid.

Compliance with the references 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 references before award of a contract. The bid will be declared non-responsive if any reference made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below which requires Project Summaries, the Bidder and its proposed resource(s) must demonstrate using project descriptions which include:

- Name and description of client organization
- Name, phone number, email address of client reference
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year)
- Overview of quality assurance and quality control process performed by the firm
- Outcomes of the project
- Description of the Consultant roles and responsibilities in the project.



1. Mandatory Criteria

1.1. To facilitate evaluation of the bid, the following chart must be provided in the front of the technical proposal.

Mandatory Criteria		Ref. Page #
M1	Company and Licensing	
M2	Sample Work Products	
M3	Project Officer (Junior Resource)	
M4	Project Manager (Intermediate Resource)	
M5	Project Leader (Senior Resource)	

M1 Company and Licensing

The Bidder must clearly demonstrate the organizational structure to be used to provide the requested services including identification of the Company and the location from which consulting services will be coordinated, identification of any proposed sub-contractors or affiliates to be used to provide the requested services, a brief description of the history and internal organization of the firm, sub-contractors or affiliates. The Bidder must provide business licenses for the firm and all sub-contractors or affiliates clearly identifying the jurisdiction in which they are licensed to do business.

M2 Sample Work Products

The Bidder must provide two (2) sample work products containing written analysis and recommendations related to the design and delivery of insurance coverage for employees in multiple locations of an international organization.

M3 Project Officer (Junior Resource)

The Bidder must propose as a minimum one (1) primary and one (1) backup resource who will act as the Project Officer throughout the duration of the project. The Project Officer is defined as a person having a minimum of three (3) years of project management experience in the past 10 years. A current CV must be provided for both the proposed primary and backup.

M4 Project Manager (Intermediate Resource)

The Bidder must propose as a minimum one (1) primary and one (1) backup resource who will act as the Project Manager throughout the duration of the project. The Project Manager is defined as a person having a minimum of seven (7) years of project management experience in the past 15 years. A current CV must be provided for both the proposed primary and backup.

M5 Project Leader (Senior Resource)

The Bidder must propose as a minimum one (1) primary and one (1) backup resource who will act as the Project Leader throughout the duration of the project. The Project Leader is defined as a person having a minimum of 15 years of relevant experience in international insurance benefits consulting in the past 20 years. A current CV must be provided for both the proposed primary and backup.



Point Rated Technical Criteria

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

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criteria should be addressed separately.

2. Point Rated Criteria

- 2.1. Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Bidders must receive a minimum overall technical score of 60% in order to be further evaluated on the basis of their financial proposal.
- 2.2. Proposals must identify the qualifications and experience of the Company and any proposed sub-contractors or affiliates as well as the proposed resource personnel to carry the tasks by systematically addressing each of the requirements as detailed below.
- 2.3. Proposals must provide supporting information number of years and relevant projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the Company and any proposed sub-contractors or affiliates. Supporting information shall include the previous experience with respect to the factors listed below. Up to the number of points specified below will be awarded for each factor based on length/depth of experience. The points will then be totaled.
- 2.4. The maximum points to be awarded is summarized as follows:

Rated Criterion Number	Title	Maximum Points Available	Minimum Points Required
R1	Company Depth	30	
R2	Relevant Experience	30	
R3	Tools, Research Methods and Reporting Capabilities	30	
R4	Resources	80	
R5	Proposed Project Strategy	30	
R6	Overall Quality of Proposal	10	
Total		210	126



R1 Company Depth

The Bidder should **clearly demonstrate** the depth of resources available to ensure the delivery of the work outlined in Appendix “A” – Statement of Work.

R1.1 Organizational Depth (maximum 10 points)

Note – Only one (1) of the following four (4) will apply:

The Company (including any proposed sub-contractors or affiliates) has clearly demonstrated resources with the experience in providing the required advice for less than 37 of the countries where missions are located (as noted in ANNEX “C” – Current Insurance Arrangements).	0 points
The Company (including any proposed sub-contractors or affiliates) has clearly demonstrated resources with the experience in providing the required advice for between 37-53 of the countries where missions are located (as noted in ANNEX “C” – Current Insurance Arrangements).	5 points
The Company (including any proposed sub-contractors or affiliates) has clearly demonstrated resources with the experience in providing the required advice for between 54 - 79 of the countries where missions are located (as noted in ANNEX “C” – Current Insurance Arrangements).	7 points
The Company (including any proposed sub-contractors or affiliates) has clearly demonstrated resources with the experience in providing the required advice for 80 or more countries where missions are located (as noted in ANNEX “C” – Current Insurance Arrangements).	10 points

R1.2 Company Depth – Phase 1: Design and Delivery Recommendations (maximum 10 points)

Note – Only one (1) of the following four (4) will apply:

In addition to the proposed Primary and Backup Project Leaders (Senior Resource), the Company (including any proposed sub-contractors or affiliates) has less than two (2) additional equivalent senior resources covering at least three (3) geographic regions (Africa, Americas and Caribbean, Asia, Europe, Middle East) which the Company can draw upon to support the delivery of the work listed in Appendix “A” – Statement of Work (Phase 1 - Recommendation). Senior is defined as a person having a minimum of 15 years’ experience in the past 20.	0 points
In addition to the proposed Primary and Backup Project Leaders (Senior Resource), the Company (including any proposed sub-contractors or affiliates) has two (2) additional equivalent senior resources covering at least three (3) geographic regions (Africa, Americas and Caribbean, Asia Europe, Middle East) which the Company can draw upon to support the delivery of the work listed in Appendix “A” – Statement of Work (Phase 1 - Recommendation). Senior is defined as a person having a minimum of 15 years’ experience in the past 20.	5 points
In addition to the proposed Primary and Backup Project Leaders (Senior Resource), the Company (including any proposed sub-contractors or affiliates) has two (2) additional equivalent senior resources in at least four (4) geographic regions (Africa, Americas and Caribbean, Asia, Europe, Middle East) which the Company can draw upon to support the delivery of the work listed in Appendix “A” – Statement of Work (Phase 1 - Recommendation). Senior is defined as a person having a minimum of 15 years’ experience in the past 20.	7 points
In addition to the proposed Primary and Backup Project Leaders (Senior Resource), the Company (including any proposed sub-contractors or affiliates) has two (2) additional equivalent senior resources in all five (5) geographic region (Africa, Americas and Caribbean, Asia, Europe, Middle East) which the Company can draw upon to support the delivery of the work listed in Appendix “A” – Statement of Work (Phase 1 - Recommendation). Senior is defined as a person having a minimum of 15 years’ experience in the past 20.	10 points



R1.3 Company Depth – **Phase 2: Implementation** (maximum 10 points)

Note – Only one (1) of the following four (4) will apply:

In addition to proposed Primary and Backup Project Leaders (Senior Resource), the Company (including any proposed sub-contractors or affiliates) has less than two (2) additional equivalent senior resources in at least three (3) geographic regions (Africa, Americas and Caribbean, Asia, Europe, Middle East) which the Company can draw upon support the delivery of the work listed in Appendix “A” – Statement of Work (Phase 2 - Implementation). Senior is defined as a person having a minimum of 15 years’ experience in the past 20.	0 points
In addition to proposed Primary and Backup Project Leaders (Senior Resource), the Company (including any proposed sub-contractors or affiliates) has two (2) additional equivalent senior resources in at least three (3) geographic regions (Africa, Americas and Caribbean, Asia, Europe, Middle East) which the Company can draw upon support the delivery of the work listed in Appendix “A” – Statement of Work (Phase 2 - Implementation). Senior is defined as a person having a minimum of 15 years’ experience in the past 20.	5 points
In addition to the proposed Primary and Backup Project Leaders (Senior Resource), the Company (including any proposed sub-contractors or affiliates) has two (2) additional equivalent senior resources in at least four (4) geographic regions (Africa, Americas and Caribbean, Asia, Europe, Middle East) which the Company can draw upon support the delivery of the work listed in Appendix “A” – Statement of Work (Phase 2 - Implementation). Senior is defined as a person having a minimum of 15 years’ experience in the past 20.	7 points
In addition to the proposed Primary and Backup Project Leaders, the Company (including any proposed sub-contractors or affiliates) currently has two (2) senior resources in all the five (5) geographic regions (Africa, Americas and Caribbean, Asia, Europe, Middle East) which the Company can draw upon support the delivery of the work listed in Appendix “A” – Statement of Work (Phase 2 - Implementation). Senior is defined as a person having a minimum of 15 years’ experience in the past 20.	10 points

R2 Relevant Experience

The Bidder should demonstrate it has the relevant experience by providing a summary of recent work (within the last five (5) years) of a similar scope and nature on an international basis as stated in Appendix “A” – Statement of Work. (maximum 30 points)

Note – Only one (1) of the following five (5) will apply:

The Company (including any proposed sub-contractors or affiliates) has demonstrated that they have provided most of the services listed in Appendix “A” – Statement of Work to multiple organizations with locations in multiple international jurisdictions covering three (3) of the five (5) geographies (Africa, Americas and Caribbean, Asia, Europe, Middle East).	10 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated that they have provided most of the services listed in Appendix “A” – Statement of Work to a single organization with locations in multiple international jurisdictions covering three (3) of the five (5) geographies (Africa, Americas and Caribbean, Asia, Europe, Middle East).	15 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated that they have provided most of the services listed in Appendix “A” – Statement of Work to a single international organization which together covering four (4) of the five (5) geographies (Africa, Americas and Caribbean, Asia, Europe, Middle East).	20 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated that they have provided all of the services listed in Appendix “A” – Statement of Work to multiple international organizations which together cover all of the geographies (Africa, Americas and Caribbean, Asia, Europe, Middle East).	25 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated that they have provided all of the services listed in Appendix “A” – Statement of Work to a single international organization which together cover all of the geographies (Africa, Americas and Caribbean, Asia, Europe, Middle East).	30 points



R3 Tools, Research Methods and Reporting Capabilities

The Bidder should demonstrate their tools and processes, research methods, and monitoring and reporting capabilities as they relate to the services listed in Appendix “A” – Statement of Work.

R3.1 Tools and Processes (maximum 10 points)

Note – Only one (1) of the following three (3) will apply:

The Company (including any proposed sub-contractors or affiliates) has not demonstrated tools and processes necessary to provide most of the services listed in Appendix “A” – Statement of Work.	0 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated tools and processes necessary to provide most of the services listed in Appendix “A” – Statement of Work.	7 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated tools and processes necessary to provide all of the services listed in Appendix “A” – Statement of Work.	10 points

R3.2 Research Methods (maximum 10 points)

Note – Only one (1) of the following three (3) will apply:

The Company (including any proposed sub-contractors or affiliates) has not demonstrated research methods necessary to provide most of the services listed in Appendix “A” – Statement of Work.	0 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated research methods necessary to provide most of the services listed in Appendix “A” – Statement of Work.	7 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated research methods necessary to provide all of the services listed in Appendix “A” – Statement of Work.	10 points

R3.3 Reporting Capabilities (maximum 10 points)

Note – Only one (1) of the following three (3) will apply:

The Company (including any proposed sub-contractors or affiliates) has not demonstrated their ability to provide regular reporting on most services listed in Appendix “A” – Statement of Work.	0 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated their ability to provide regular reporting on most services listed in Appendix “A” – Statement of Work.	7 points
The Company (including any proposed sub-contractors or affiliates) has demonstrated their ability to provide regular reporting on all services listed in Appendix “A” – Statement of Work.	10 points

R4 Resources

The Bidder should demonstrate the experience of its proposed human resources beyond the mandatory requirements. The information must be provided in the CV’s.

Note – Only one (1) of the two (2) provided will apply in each of R4.1.1, R4.1.2, R4.2.1, R4.2.2, R4.3.1.1, R3.3.2.1

R4.1 Project Officer (Junior Resource)

R4.1.1 Primary Project Officer (Junior Resource)

Three (3) but less than five (5) years of experience in the past 10 years.	7 points
Five (5) or more years of experience in the past 10 years.	10 points

R4.1.2 Backup Project Officer (Junior Resource)

Three (3) but less than five (5) years of experience in the past 10 years.	7 points
Five (5) or more years of experience in the past 10 years.	10 points



R4.2 Project Manager (Intermediate Resource)

R4.2.1 Primary Project Manager (Intermediate Resource)

Seven (7) but less than 10 years of experience in the past 15 years.	7 points
10 or more years of experience in the past 15 years.	10 points

R4.2.2 Backup Project Manager (Intermediate Resource)

Seven (7) but less than 10 years of experience in the past 15 years.	7 points
10 or more years of experience in the past 15 years.	10 points

R4.3 Project Leader (Senior Resource)

R4.3.1 Primary Project Leader (Senior Resource)

R4.3.1.1

15 but less than 20 years of experience.	7 points
20 or more years of experience.	10 points

R4.3.1.2

At least five (5) years of experience on work listed in Appendix "A" – Statement of Work in the past 10 years.	5 points
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R4.3.1.3

At least five (5) years of experience on work listed in Appendix "A" – Statement of Work for multi-national / international employers in the past 10 years.	5 points
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R4.3.2 Backup Project Leader (Senior Resource)

R4.3.2.1

15 but less than 20 years of experience.	7 points
20 or more years of experience.	10 points

R4.3.2.2

At least five (5) years of experience on work listed in Appendix "A" – Statement of Work in the past 10 years.	5 points
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R4.3.2.3

At least five (5) years of experience on work listed in Appendix "A" – Statement of Work for multi-national / international employers in the past 10 years.	5 points
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R5 Proposed Project Strategy (maximum 30 points)

The Bidder should clearly demonstrate their proposed project strategy to providing the services outlined in Appendix “A” – Statement of Work (Phase 1 and Phase 2).

Note – Only one (1) of the following four (4) will apply:

The strategy proposed by the Company (including any proposed sub-contractors or affiliates) has not clearly demonstrated the Company’s understanding of and approach to providing some of the services required under Appendix “A” – Statement of Work.	0 points
The strategy proposed by the Company (including any proposed sub-contractors or affiliates) has clearly demonstrated the Company’s understanding of and approach to providing some of the services required under Appendix “A” – Statement of Work.	10 points
The strategy proposed by the Company (including any proposed sub-contractors or affiliates) has clearly demonstrated the Company’s understanding of and approach to providing most services required under Appendix “A” – Statement of Work.	21 points
The strategy proposed by the Company (including any proposed sub-contractors or affiliates) has clearly demonstrated the Company’s understanding of and approach to providing all services required under Appendix “A” – Statement of Work.	30 points

R6 Overall Quality of the Proposal (maximum 10 points)

Note: Only one (1) of the following four (4) will apply.

The Proposal is missing some key items.	0 Points
The Proposal is complete, but difficult to consult, and contains numerous spelling or grammatically errors.	3 Points
The Proposal is complete, easy to consult, but contains numerous spelling or grammatically errors.	7 Points
The Proposal is complete, easy to consult, and contains minimal spelling or grammatically errors.	10 Points



SECTION II - FINANCIAL PROPOSAL INSTRUCTIONS

Firm Hourly Rates

1. Bidders must quote Hourly Rates in Canadian Dollars on the attached Financial Proposal Form (Appendix "B"). The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option).
2. The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board of Canada Travel Directive, as amended from time to time, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.
3. All payments will be made according to the terms of payment set out in the Draft Contract.

Taxes

1. The Financial Proposal is to include any input taxes payable by the Bidder, and is to also include output taxes. The Bidder may provide details concerning the applicability, amount and administration of the payment of taxes and duties payable in respect of the Work.
2. Canada will pay the Bidder's output taxes as required by local tax legislation but will not be responsible for the payment of the input taxes payable by the Bidder to any third party (including Subcontractors).



SECTION III – CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

The certifications in SECTION III – CERTIFICATIONS PRECEDENT TO CONTRACT AWARD, should be completed, signed, and submitted with your proposal (bid). A Contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

Compliance to the Certifications the Bidder has provided Canada is subject to discretionary audit. In the event that it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, any Contract entered into may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the Contract, to terminate for default.

1. Incapacity to Contract with Government

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



2. Former Public Servant

1. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders who are FPS must advise the Contracting Authority and will be required to provide further information before contract award.

2. 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.

3. Status and Availability of Resources

1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every individual proposed in its proposal will be available at the time specified in the RFP and available to perform the Work as required by the Contract. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its proposal, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise Canada 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.

2. 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 proposal being declared non-responsive.

4. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, 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.

5. Federal Contractors Program

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



For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

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

6. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.

Certification

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

Signature Bidder/Contractor

Date



SECTION IV – DRAFT CONTRACT

1. Interpretation

1.1. **Definitions.** In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

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

"Contract" means the contract documents and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Contracting Authority" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contractor" means the person, corporation, partnership or other entity named in the Contract to supply legal services to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Tax;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Force majeure" means any unforeseeable and irresistible event, including any act of God or of the Queen's enemies, revolution, insurrection, sabotage, vandalism, epidemic, flood, washout, landslide, earthquake, lightening, storm, act of terrorism or any act by a third party that cannot be reasonably foreseen or provided against, when such event prevents a party from performing its obligations under the Contract;

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

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

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

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

1.2. **Priority of Documents.** The Parties agree to be bound by the following documents:

1. Articles of Agreement
2. Supplementary Conditions (If applicable)
3. Statement of Work (Annex A)
4. Basis of Payment (Annex B)

In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.



- 1.3. **Entire Agreement.** The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.
- 1.4. **Applicable Laws.** The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the jurisdiction(s) where the work is being performed.
- 1.5. **Number and gender.** In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.
- 1.6. **Powers of Canada/State Immunity.** All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.
- 1.7. **Time of the Essence.** The Contractor must provide in a timely manner all components of the Work.
- 1.8. **Excusable Delay.**
 - 1.8.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and,
 - d. occurred without the fault or neglect of the Contractor
 - will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
 - 1.8.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
 - 1.8.3 However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
 - 1.8.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 1.9. **Severability.** If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.



- 1.10. **Successors and Assigns.** The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.
- 1.11. **Survival.** All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- 2. Performance of the Work**
- 2.1. **Description of Work.** The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.
- 2.2. **Period of the Contract.** Unless the Contract is terminated before or extended beyond the end date, the period of the Contract is from **To Be Inserted Upon Contract Award** inclusive.
- 2.3. **Option to Extend the Contract.** The Contractor grants to Canada the option to extend the term of the Contract by up to one (1) additional year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- 2.4. **Exercise of Option to Extend.** Canada may exercise this option at any time by sending a written notice to the Contractor at least one (1) calendar day before the expiry date of the Contract. The option may only be exercised by the Project Authority, and will be evidenced for administrative purposes only, through a contract amendment.
- 2.5. **Independent Contractor.** The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.
- 2.6. **Conduct.** The Contractor must:
- a) perform the Work diligently and efficiently;
 - b) perform the Work with honesty and integrity;
 - c) except for Government Property, supply everything necessary to perform the Work;
 - d) select and employ a sufficient number of qualified persons;
 - e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
 - f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 2.7. **Assigned Individuals.** If specific individuals are identified in Annex A to perform the Work,
- a) the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;



- b) the Contractor must obtain Canada's written approval, through the Contracting Authority, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual;
 - c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.
- 2.8. **Competence.** The Contractor must not have the Work performed by any person who, in the opinion of Canada, is incompetent or unsuitable for the Work, or has conducted himself or herself improperly, or who is unlicensed in the relevant jurisdiction.
- 2.9. **Replacements.** Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 2.7. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 2.10. **Compliance with Local Law.** In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in the jurisdiction where the work is being performed.
- 2.11. **Subcontracts.** The Contractor must obtain prior consent in writing of the Contracting Authority in order to subcontract any part of the work. Canada may require the Contractor to provide such particulars of the proposed subcontract as it considers necessary. In the event that Canada agrees to a subcontract,
- a) subcontracting does not relieve the Contractor from any of its obligations under the Contract and does not impose any liability upon Canada to a subcontractor; and
 - b) the Contractor must ensure that all terms and conditions of the Contract that are of general application will be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plan or Material.
- 2.12. **Inspection and Acceptance.** All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
- ### 3. Payment Terms
- 3.1. **Basis of Payment.** Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.
- 3.2. **Limitation of Expenditure.**
- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ **To Be Inserted Upon Contract Award** plus Applicable Tax.
 - 2. No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these 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) two (2) months before the end of the Period of the Contract, or
 - c) as soon as the Contractor considers that the Contract funds provided by Canada 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.
- 3.3. **Inspection and Acceptance of the Work.** All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
- 3.4. **Method of Payment – 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 section 3.7;
 - b) all such documents have been verified by Canada;
 - c) the Work performed has been accepted by Canada.
- 3.5. **Travel and Living Expenses.** The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board of Canada [Travel Directive](#), as amended from time to time, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.
- 3.6. **Audit.** Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.
- 3.7. **Invoicing Instruction.**
- 1. The Contractor must ensure that each invoice it provides to Canada:
 - a) is submitted in the Contractor's name;
 - b) is submitted each month do so for each delivery or shipment;
 - c) only applies to the Contract;
 - d) shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
 - e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Tax;



- f) sets out Applicable Tax, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- g) identifies all items that are zero-rated, exempt from Applicable Tax or to which it does not apply.

2. By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

- 3.8. **Payment Period.** Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid in accordance with the section 0.
- 3.9. **Discrepancies.** If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of the invoice receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 3.8 to apply for the sole purpose of calculating interest on overdue accounts.
- 3.10. **Termination Payments.** If a termination for convenience notice is given pursuant to section 4.2, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.
- 3.11. **False Declaration.** If the Canada reasonably believes that the contractor has made a false declaration in relation to any section of Article 8 or fails to comply with the terms set out in section 3.6 (Audit) or sections 5.1 and 5.4 (Confidentiality or Access to information), Canada may withhold any amount that is payable to the Contractor until such time as the facts are confirmed. In the event that the Contractor has made a false declaration, section 3.12 will not apply to the withheld amounts and Canada will be deemed to have paid all amounts owing to the Contractor and will owe nothing more. If Canada was mistaken, then section 3.12 will be applicable to any overdue account.
- 3.12. **Interest on Overdue Accounts.** For the purpose of this section and section 3.13:
- a) "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
 - b) "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; and
 - d) an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.
- 3.13. **Interest Payable.** Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue; from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to



be payable. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

- 3.14. **Remittance to appropriate tax authority.** The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

4. **Suspension and Termination of the Contract.**

- 4.1. **Suspension of the Work.** Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.
- 4.2. **Termination for Convenience.** At any time before the completion of the Work, Canada may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract, whether immediately or with a delay specified in the notice. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice. The payments to be made as a result of termination for convenience are set out in section 3.10.
- 4.3. **Infraction.** Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 8.
- 4.4. **Termination for Default.**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the applicable law by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.

3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5. **Information and Intellectual Property**

- 5.1. **Confidentiality – Contractor.** Subject to any obligations imposed on the Contractor by the Ontario, Canada laws applicable to the Contractor, the Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.



- 5.2. **Confidentiality – Canada.** Subject to law, including the Canadian Access to Information Act, R.S.C. 1985, c. A-1, and subject to any right of Canada under the Contract to release or disclose information, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor. Section 23 of the Access to Information Act is available to protect information subject to solicitor-client privilege from public disclosure.
- 5.3. **Exception.** The obligations of the Parties set out in this Article do not apply to any information where the same information:
- a) is publicly available from a source other than the other Party;
 - b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c) is developed by a Party without use of the information of the other Party.
- 5.4. **Access to Information.** Records created by the Contractor that are under the control of Canada are subject to the Canadian Access to Information Act. The Contractor acknowledges Canada's responsibilities under that Act and must, to the extent possible, assist Canada in discharging these responsibilities.
- 5.5. **Proactive Disclosure.** The Government of Canada is committed to publicly disclose elements of all procurement contracts for goods and services entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These elements are the vendor name, reference number, contract date, description of Work, contract period or delivery date, and contract value.
- 5.6. **Copyright.** Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 5.7. **Moral Rights.** At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

6. Liability

- 6.1. **Each Party's Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, representatives or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party.
- 6.2. **Indemnification.** The Contractor will indemnify Canada from all claims, losses, damages, costs, expenses, actions and other proceedings made in any manner, which arise out of the professional negligence or default of the Contractor or its representatives, employees and agents in the performance of the Contractor's obligations under this Contract.

7. Authorities and Communication.

- 7.1. **Contracting Authority.** The Contracting Authority for this Contract is:

Name: Brent Hygaard
Title: Contracting Officer
Department of Foreign Affairs, Trade and Development



Directorate: AAO
Address: 125 Sussex Drive
Telephone: 343-203-1331
E-mail address: brent.hygaard@international.gc.ca

7.2. **Project Authority.** The Project Authority for this contract is:

To Be Inserted Upon Contract Award

Name:
Title:
Address:
Telephone:
E-mail address:

7.3. **Substitute.** Canada reserves the right to replace the Contracting Authority or Project Authority by sending a written notice to that effect provided to the Contractor and signed by any of his or her direct hierarchical superiors.

7.4. **Communication and Notices.** Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

7.5. **Management of the Contract.** Subject to the other provisions of this Article 7, the Contracting Authority is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by the Contracting Authority. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to 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.

7.6. **Contractor's Representative.** The Contractor's Representative is:

To Be Inserted Upon Contract Award

Name:
Title:
Company:
Address:
Telephone:
E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada to that effect.

7.7. **Amendment.** To be effective, any amendment to the Contract must be done in writing and signed by the Contracting Authority and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

7.8. **Assignment.** The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.



8. Governance and Ethics

8.1. **Conflict of Interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

8.2. **No Bribe.** The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

8.3. Conflict of Interest.

1. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.

2. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default.

8.4. **Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

8.5. **Incapacity to Contract with the Government.** The Contractor certifies that no one convicted under any of the provisions under subsection a) or b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian Financial Administration Act, R.S.C. 1985, c. F-11, or
- b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, R.S.C. 1985, c. C-46, or



- c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
- d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act, R.S.C. 1985, c. C-34, or
- e) section 239 (False or deceptive statements) of the Canadian Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.), or
- f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15, or
- g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act, S.C. 1998, c. 34 (as amended), or
- h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act, S.C. 1996, c. 19 (as amended); or
- i) any provision under the local law having a similar effect to the above-listed provisions.

8.6. **Anti-Terrorism.** Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

8.7. **International Sanctions.** From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. Persons in Canada, and Canadians outside of Canada, are bound by these sanctions. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors. Also, as a result, the Contractor must not supply, and the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. For additional information on economic sanctions, refer to the following website:

http://www.international.gc.ca/sanctions/current_sanctions_actuelles.aspx?lang=eng

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 4.2.



9. Dispute Resolution.

- 9.1. **Discussion and Negotiation.** If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.
- 9.2. **Procurement Ombudsman.** The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act, S.C. 1996, c. 16 (as amended), will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

10. Contract Clauses – Security

- 10.1. The Contractor agrees that Canada may obtain police, credit and other relevant reports to assess contract suitability of the Contractor, its sub-contractor(s) and its proposed resource(s).
- 10.2. The Contractor agrees that Canada may conduct inspections of its facilities to validate its capacity to meet the contract's security and privacy requirement.
- 10.3. The Contractor agrees that Canada may adjust its security and privacy requirements for the contract to conform to updated security and privacy legislations, regulations and policies.
- 10.4. The Contractor) must agree to assume full responsibility for their employees who have access to Personal Data or other information from Canada.
- 10.5. The Contractor must not divulge any Personal Data or other information from Canada to parties not directly involved in the contract. Where other employees are involved in the project, Personal Data or other information from Canada may be shared on a need to know basis. The Contractor will seek a written authorization from Canada if it wishes to divulge any information to any third party.
- 10.6. The Contractor is responsible and liable for any Personal Data or information from Canada in its possession. The Contractor must inform Canada promptly about any security/privacy breach and cooperate with Canada to address any security/privacy issues encountered.
- 10.7. The Contractor must agree to abide by any informed consent requirements related to sharing of Personal Data.
- 10.8. Canada reserves the right to require the Contractor to extend their period of retention and to dispose Personal Data or other information from Canada based on the standards required by Canada.



APPENDIX “A” – STATEMENT OF WORK

1. Title of the Work

1.1. Professional Services for the Global Comprehensive Review of Insurance Benefits Provided to Locally Engaged Staff of the Government of Canada.

1.1.1 Phase 1: Recommendations for the Design and Operational Delivery

1.1.2 Phase 2: Implementation

Phase 1-Recommendations for the Design and Operational Delivery

2. Objectives of the Work

2.1. The Department of Foreign Affairs, Trade and Development (DFATD) is seeking advice on the development and implementation of a more modern and streamlined approach to the provision of insurance benefits to locally engaged staff (LES) at the Government of Canada’s diplomatic missions (“missions”) around the world.

2.2. For purposes of this project, “insurance” includes medical, dental, accidental death and dismemberment, and life insurance coverage. **Disability income coverage (short-term, long-term, or work injury) and disability management are excluded from the scope of this project.**

2.2.1. This project will include all insurance plans with the exception of health insurance (medical, dental) in the United States, which is being conducted as part of a separate study; information pertinent to the work of that US project will be shared with the Contractor on an as-needed basis. The US life insurance plan is included as part of this project.

2.3. DFATD’s overarching objective is to develop and implement a simplified, cost-effective and financially sustainable approach to the provision of insurance benefits to LES, and with a more balanced approach to cost-sharing and risk-sharing between employer and employees.

2.4. The desired approach will simplify the design, delivery, and management of the provision of insurance benefits to LES at all organizational levels (including headquarters, regions and missions). The desired approach will focus on long term cost effectiveness with an emphasis on improved economies of scale, operational efficiencies, cost containment and cost management. ‘Economies of scale’ could potentially include (but is not limited to) moving from the current mission-by-mission approach to a more regional or global approach. The development of the desired approach will consider relevant best practices in like-minded multinational organizations.

2.5. It is expected that this current project will enable DFATD to select and implement a recommended design and operational delivery model for the provision of insurance benefits to LES, and for the management of that insurance program. It is anticipated that the statement of work for implementation of a recommended insurance program and transition from the current offerings would be detailed as a second phase to this project depending on the results of the initial phase.



3. Background

- 3.1. DFATD on behalf of the Government of Canada, currently employees over 5,000 LES (office and non-office) for DFATD and its Partner Departments and Co-Locators in its network of missions around the world in more than a 100 countries. Missions are generally allocated within a geographic region as follows: Africa, Americas and Caribbean, Asia, Europe, and Middle East.
- 3.2. The population of LES in each mission consists of a variety of nationalities: nationals of the host country; dual nationals of the host country and another country; third-country nationals; and Canadian citizens who are employed locally.
- 3.3. Certain LES, such as Canadian citizens and third-country nationals, may not be eligible to join the local social security system.
- 3.4. **The LES population does not include Canadian Public Servants of the Government of Canada who are covered by insurance coverage provided to those public servants, such as the Public Service Health Care Plan; benefits relating to those public servants are therefore excluded from the scope of this proposal.**
- 3.5. The Government of Canada, through the Treasury Board (Committee of Cabinet), remains the overall sponsor of the LES employee benefit plans. Treasury Board holds responsibility for the overall policy framework related to LES benefits.
- 3.6. DFATD has been delegated authority to manage the LES insurance program on behalf of the Treasury Board. DFATD authorities include the establishment or amendment of plans, management of providers, management of financial requirements and operational administration.
- 3.7. Employee benefits form an integral part of the LES compensation package. Employee benefits include the provision of insurance coverage. The annual employer cost for LES insurance benefits is approximately \$7 million Canadian, which exclude the cost of US health insurance coverage.
- 3.8. Historically, insurance coverage has been provided based on the following Treasury Board principles:
 - 3.8.1. If applicable, coverage will be first provided by the local social security system.
 - 3.8.2. Employer-sponsored insurance plans will be established when such coverage is required by law or is local customary practice.
 - 3.8.3. Employer-sponsored insurance plans will meet the requirements of local law.
 - 3.8.4. The Government of Canada is a mid-market employer: the insurance benefits provided to LES should neither lead nor lag the market.
- 3.9. A variety of Employer-sponsored insurance plans are provided worldwide as well as affiliation with local social security systems which may provide some insurance coverage (See Appendix 'D') for a summary table with the following information by region /country: number of LES, social security participation, and insurance benefits provided.
- 3.10. The Government of Canada has special tax status as an Employer. With the exception of required social taxes such as Employer contributions to local social security systems where applicable, the Government of Canada does not pay taxes that may be assessed upon the Employer by the local government.



- 3.11. Adhering to the Treasury Board policy framework, which requires a local orientation in the provision of insurance benefits to LES in DFATD's 100+ missions around the world, has resulted in a very complex insurance program: each mission has a unique compensation package which may include unique insurance coverage as well as enrollment in local social security, and each mission works with local insurance brokers and other service providers. Combined, these factors have resulted in a significant complexity of administration for the insurance program. Insurance is currently not provided in all missions, which exacerbates the program's administrative complexity.
- 3.12. The localized nature of insurance benefits has evolved in a decentralized delivery model at the operational level with a few dedicated benefit resources at DFATD headquarters in Canada. Missions are managed locally by "rotational" Canada-based employees who typically rotate back to headquarters, or to another mission, every 2 to 4 years.
- 3.13. The vast number of plans has led to challenges with managing the overall program including monitoring each plan's effectiveness, keeping abreast of local developments, managing program costs and keeping insurance coverage up to date. Coupled with the rotational nature of mission management, this has resulted in challenges retaining historical knowledge of the benefits package locally.
- 3.14. The DFATD International Platform Branch is responsible for the infrastructure and services for the Department's network of 100+ missions around the world, including the management of human resources for the Department's LES.
- 3.15. The Locally Engaged Staff Services Bureau (ALD), part of the International Platform Branch, is responsible for providing oversight, corporate and policy guidance with respect to human resources for the locally engaged staff in DFATD's missions around the world and for supporting the operational human resources function in those missions.
- 3.16. Within that Bureau, the Locally Engaged Staff Pensions and Insurance Division (ALDP) provides oversight, governance, corporate and policy guidance to headquarters and missions; provides operational support for the local provision of LES insurance benefits and local social security affiliation for the missions; and supports the LES Pensions & Benefits Governance Committee.
- 3.17. The LES Pension & Benefits Governance Committee (LESPBGC) provides overall governance of the LES benefits (including pension, insurance, and social security affiliation). Comprised of senior managers from DFATD and its Partners, the mandate of this committee is to provide advice on matters affecting the LES Pension, Insurance, and Social Security Program as a whole; to leverage expertise; and to provide a focal point for the development of management policies and strategic advice. Engaging with and providing expert advice and guidance to this Governance Committee is a key deliverable of this project.



4. Intended Business Outcomes and Principles

- 4.1. It is intended that this project will deliver the following major business outcomes:
 - 4.1.1. The resulting insurance program will be implemented on a cost neutral basis to DFATD. Over time, the insurance design and administration will, to the extent possible, contain and control total insurance program costs, resulting in a financially sustainable program.
 - 4.1.2. The provision of insurance to LES in multiple jurisdictions is supported by a consistent framework resulting in limited exceptions. This may be achieved through either a standardized approach to determining local insurance package locally or through the development of standardize insurance package, for example, globally or regionally.
 - 4.1.3. To the extent possible, the insurance program is managed as a global program. The number of plans / providers managed by DFATD is significantly decreased.
 - 4.1.4. Administration is simplified and economies of scale are in place through consolidation. Provider interaction and reporting requirements are streamlined. Management of the insurance program, to the extent possible, is centralized at DFATD Headquarters in Canada.
 - 4.1.5. Employees share in the responsibility for their insurance needs. A balanced approach to cost-sharing and risk-sharing between the employer and the employees is in place. Employees have a good understanding of and ease of access to their insurance coverage.
- 4.2. In achieving these outcomes, the following principles will guide the selection and implementation of a new approach:
 - 4.2.1. Affordable: any proposed approach(es) must be cost-neutral in the short term and cost-efficient in the medium and long term through the inclusion of elements to contain / control total insurance program costs over time.
 - 4.2.2. Streamlined and simplified: when implemented, any proposed approach(es) must be straightforward for the employees to understand and use; for the employer to govern and manage taking into consideration resource limitations at headquarters and at missions.
 - 4.2.3. Compliance with legal requirements: any proposed approach(es) must comply with local laws and regulations of the host countries in the provision of insurance where such laws and regulations exist.
 - 4.2.4. Aligned with local mid-market insurance benefits: to the extent possible, any proposed approach(es) must be consistent with the Employer's goal to neither lead nor lag the market, as per the Treasury Board principles described in Section 3 of this document.

5. Tasks/Technical Specifications

- 5.1. **Review of the Government of Canada's existing LES insurance plans and operational delivery model**
 - 5.1.1. The Contractor will review the existing plan designs and operational delivery model used to provide insurance benefits to LES, and determine their ability to meet the criteria outlined in Section 4, "Intended Business Outcomes and Principles".



5.2. Summary of relevant best practices in like-minded multinational organizations

- 5.2.1. The Contractor will perform a review of the approach taken by a minimum of 10 like-minded multinational organizations to provide insurance coverage to employees in their local offices and provide a summary of best practices which are relevant to DFATD's objectives for this project. Like-minded organizations should include a combination of relevant international organizations, the foreign ministries of like-minded countries, and relevant multinational companies. The project authority will provide guidance as to the selection of these like-minded multinational organizations.
- 5.2.2. The summary of best practices for each like-minded multinational organization should include:
- i. A detailed overview of the insurance coverage provided by the organization to their locally engaged staff in each of the national markets in which they operate. This includes a summary of the types of insurance provided as well as a broad summary of the benefit provisions.
 - ii. A detailed overview of the operational model used by the organization to provide insurance to their locally engaged staff. This could include but not limited to such items as whether they use a centralized or decentralized approach; the role of headquarters and of regional or local offices in the provision and management of insurance benefits; whether they are insured vs. self-insured; the types of providers utilized; and any consolidation of benefits or providers undertaken, as well as any outsourcing to providers.

5.3. Alternative proposals for approaches and recommendations for the provision of insurance to locally engaged staff

- 5.3.1. The Contractor will recommend at least two alternative approaches for the provision of insurance to locally engaged staff. The recommended approaches must:
- Meet the criteria outlined above in Section 4, "Intended Business Outcomes and Principles";
 - Enable the Department to achieve the objectives outlined in Section 2, "Objectives of the Work";
 - Align with the policy frameworks of the Government of Canada outlined in Section 3.8 or describe the changes required to these policy frameworks to support the development and implementation of the recommendation;
 - Consider relevant best practices in relevant like-minded organizations, where applicable.
- 5.3.2. In the development of its recommendations, the Contractor should consider possible approaches such as maintaining individual country coverage, introducing a regional or global coverage or other possible alternatives, for example, cash in lieu or direct purchase by LES. The Contractor should also consider use of a fully insured versus a self-insured approach given DFATD's objectives, locations and lives insured.
- 5.3.3. Each recommended approach should indicate how it meets or is unable to meet the business objectives outlined in Section 4, 'Intended Business Outcomes and Principles'.
- 5.3.4. Each recommended approach must include a proposed plan design.
- 5.3.5. Each recommended approach must include a risk analysis and a cost analysis demonstrating the estimated employer cost of the alternative.



- 5.3.6. Each proposed approach must also include a high level recommended approach for moving from the current model to the proposed model.
- 5.3.7. Each proposed approach must also include a high level recommended approach for the ongoing operational management of the new insurance program including but not limited to the enrolment process, claims administration, renewal cycle, keeping up to date with benefit changes and the periodic review of benefit levels.



5.4. Deliverables and Reporting

5.4.1. Deliverables will include the following:

- i. An initial project launch meeting with the Project Authority and the LES Pensions & Benefits Governance Committee (LESPBGC) as well as working meetings with the Project Authority at the launch of the work in each of sections 5.1 to 5.3.
- ii. A project plan to be discussed with and approved by the Project Authority including a timeline and milestones.
- iii. Bi-weekly progress reports by the Contractor's designated project manager to the Project Authority. Detailed briefings and direction will be provided at a minimum on a monthly basis.
- iv. Draft written reports upon completion of the work in each of sections 5.1 to 5.3 above. The draft report will be submitted to the Project Authority and will serve as the basis for a discussion with the LESPBG and senior management.
- v. Working meeting with the Project Authority upon completion of the work in each of sections 5.1 to 5.3 above. The working meeting will discuss the draft reports and serve to identify additional needs and provide direction prior to embarking on the next stage of the project.
- vi. Final detailed written reports upon completion of the work in each of sections 5.1 to 5.3 above.
- vii. Briefings to the LESPBG and senior management. At the request of the Project Authority, the Contractor will engage, debrief, discuss ongoing findings with, take guidance from, and provide formal advice to the LESPBG as part of the completion of any of the above Tasks. Engaging with and providing expert advice to the LESPBG and to other members of senior management is a key deliverable of this project. It is expected that a minimum of four (4) of such briefings will be required during the course of the project in addition to the project launch meeting.

Additional related work may be required. It is expected that the scope of such work would be defined separately, and a statement of work agreed upon between the Contractor and the Project Authority prior to the commencement of the additional work. For the purposes of additional related work, bidders will be expected to provide a fee estimate hours developed using expected hours based on level and skill of assigned resources, hourly rate and pursuant to the contract.

6. Timeframe for Deliverables and Reporting

- 6.1. It is expected that the work outlined in Section 5 will be completed as follows or as otherwise agreed upon by the Contractor and the Project Authority. It is expected that these deliverables will inform the decisions to be taken by the Government of Canada regarding the provision of insurance to LES as well as any required changes to underlying policies and principles to enable the realization of the business objectives.
 - i. A project launch meeting is to be held with the Project Authority within two weeks of the delivery of the signed contract, or at such other time as may be mutually agreed upon by the Contractor and the Project Authority. A working meeting will be held with the LESPBG to discuss the findings, additional needs and provide direction.
 - ii. A draft report summarizing a review of the Government of Canada's existing LES insurance plans and operational delivery model per subsection 5.1 is to be completed within 1 month of the



delivery all relevant plan documentation by DFATD. A working meeting will be held with the LESPBG to discuss the review and project direction. A final report is to be completed within 2 weeks of the working meeting. A final written report should be submitted to the Project Authority within three (3) weeks of the meeting with the LESPBG.

- iii. A draft report containing a summary of relevant best practices in like-minded multinational organizations per subsection 5.2 is to be completed no later than 2 months after the initial completion of the work in subsection 5.1, or as soon as possible. A working meeting will be held with the LESPBG to discuss the findings, additional needs and provide direction. A final report is to be completed within 3 weeks of the working meeting.
 - iv. A draft report containing alternative proposals and recommendations for approaches for the provision of insurance to locally engaged staff to be completed no later than 4 months following completion of the work in subsections 5.1 and 5.2, or as soon as possible. A working meeting will be held with the LESPBG to discuss the findings, additional needs and provide direction. A final report containing a final recommendation is to be completed within 4 weeks of the working meeting.
- 6.2. Once a draft report is prepared, the Contractor will convene a meeting with the Project Authority to discuss the preliminary results. The meeting may take place in the form of a telephone or video conference call.
- 6.3. As noted, at the completion of each step (5.1 to 5.3) the Contractor will attend a meeting and present their findings to senior management and the LES Pension & Benefits Governance Committee. The Contractor may also be required to attend an interim meeting to discuss progress and provide education to this Committee.



PHASE 2-Implementation

7. Objectives of the Work

- 7.1. Only upon approval of the recommendations from the project described in Phase 1 can the work in Phase 2 begin. All of the work in respect of Phase 2 will depend on the recommendations stemming from the project described as Phase 1. Therefore, since Phase 1 is contingent on the Phase 1 recommendations, bidders should read the requirements of Phase 2 with this in mind.
- 7.2. The objective of the work is to assist the Government of Canada with the implementation of the recommendation from Phase 1. Depending upon the recommendation, this may include marketing for provider(s) and / or insurance products, transition from the current approach to the recommended approach, and the development of communications to stakeholders.

8. Tasks/Technical Specifications

8.1. Market the recommendation from Phase 1 and implement the coverage

- 8.1.1. The Contractor will market the recommended design from the project described in Phase 1, the purpose of which is to determine the appropriate provider(s) for the recommended insurance design(s).
- 8.1.2. The Contractor will identify a recommended provider(s), and assist with the implementation of the recommended design(s) with the chosen provider(s) as well as assist with the transition to the new program and the new delivery model.
- 8.1.3. The Contractor will assist with the development of communications to stakeholders.

ADDITIONAL INFORMATION

9. Travel

- 9.1. While it is expected that travel may be necessary, alternative approaches to meetings such as video or telephone conferences should be considered.
- 9.2. Contractor should submit an estimate of travel expenses to the Project Authority for approval in advance of making travel reservations.
- 9.3. Travel expenses will be reimbursed after submission of the appropriate original receipts and their acceptance by the Project Authority.
- 9.4. Travel expenses are subject to the Treasury Board of Canada Travel Directive, which can be viewed on the Treasury Board website:

<http://njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

10. Client Support / Considerations

- 10.1. Where required, supporting documentation and data will be provided by DFATD to perform the requested tasks.



- 10.2. Supporting data will be provided per agreed upon timelines. Should the availability of data result in project delays, timelines will be adjusted to the extent possible.
- 10.3. Additional related work may be required from time to time, which we would view as a separate engagement. It is expected that the scope of such engagements can be defined separately and must be in accordance with the Basis of Payment.



APPENDIX "B"
FINANCIAL PROPOSAL FORM / BASIS OF PAYMENT

Name of Bidder:
Address:
Contact Person:
Phone number: () -
Email:

Firm Hourly Rate

The Contractor will be paid as follows, for work performed in accordance with the Contract. Any Applicable Tax is extra. NOTE: All rates/prices must be in CAD\$.

A1. Hourly Rates

The proposed hourly rates (as per 10.3 from Appendix "A") per level should be indicated.

For the original Contract term:

Resource	Year 1		Year 2	
	"A" Proposed Hourly Rate	"B" Estimated # hours	"C" Proposed Hourly Rate	"D" Estimated # hours
Project Officer (Junior Resource)		50		50
Project Manager (Intermediate Resource)		50		50
Project Leader (Senior Resource)		50		50

For the Optional terms:

Resource	Option Year 1	
	"E" Proposed Hourly Rate	"F" Estimated # hours
Project Officer (Junior Resource)		50
Project Manager (Intermediate Resource)		50
Project Leader (Senior Resource)		50

Resource	Total
	"G" = (A*B)+(C*D)+(E*F)
Project Officer (Junior Resource)	
Project Manager (Intermediate Resource)	
Project Leader (Senior Resource)	

A1: Hourly Rates TOTAL (Add Column G) = \$ _____



PHASE 1- Recommendation

B1. Fixed Fee Reports/Activities from Appendix “A”

NOTE: The total must include All costs (excluding travel) to complete the work described in each section.

Description	Total
Project Launch and ongoing Project Management	
Initial project launch meeting with Project Authority per 5.4.1 (i.)	\$
Preparation and presentation at one (1) half-day LESPBG meeting per 5.4.1. (vii.) to be held in Ottawa.	\$
Project plan and timeline per 5.4.1 (ii.)	\$
Project progress reports and briefings per 5.4.1. (iii.)	\$
I – Project Management Total	\$
Summary of relevant best practices in like-minded multinational organizations	
Working meeting with Project Authority per 5.4.1 (v.)	\$
Research of relevant best practices in like-minded multinational organizations per 5.2.1. and 5.2.2.	\$
Project progress reports and briefings per 5.4.1. (iii.)	\$
Preparation of detailed written report per 5.4.1 (iv.)	\$
Meeting with Project Authority to discuss preliminary results per 5.4.1 (v.)	\$
Preparation of final written report per 5.4.1 (vi.)	
Preparation for and presentation at one (1) half-day Governance Committee meetings per 5.4.1. (vii.) to be held in Ottawa	\$
II – Relevant Best Practices Total	\$
Review of existing LES insurance plan designs and delivery model	
Working meeting with Project Authority per 5.4.1 (v.)	\$
Research and review of applicable regulations, policies and guidelines per 5.2.1. and 5.2.2.	\$
Review of existing insurance and delivery model per 5.1.1.	\$
Project progress reports and briefings per 5.4.1. (iii.)	\$
Preparation of detailed written report per 5.4.1 (iv.)	\$
Meeting with Project Authority to discuss preliminary results per 5.4.1 (v.)	\$
Preparation of final written report per 5.4.1 (vi.)	
Preparation for and presentation at one (1) half-day Governance Committee meetings per 5.4.1. (vii.) to be held in Ottawa	\$
III – Review of Existing Model Total	\$



Description	Total
Alternative proposals for approaches and recommendations for the provision of insurance to locally engaged staff	
Working meeting with Project Authority per 5.4.1 (v.)	\$
Research and development of alternative approaches per 5.3.1 to 5.3.7 inclusive	\$
Project progress reports and briefings per 5.4.1. (iii.)	\$
Preparation of detailed written report per 5.4.1 (iv.)	\$
Meeting with Project Authority to discuss preliminary results per 5.4.1 (v.)	\$
Preparation of final written report per 5.4.1 (vi.)	
Preparation for and presentation at one (1) half-day Governance Committee meetings per 5.4.1. (vii.) to be held in Ottawa	\$
IV – Alternative Proposals Total	\$

B1: Total Fixed Fee Reports/Activities (I + II + III + IV) = \$ _____

C1 TOTAL (A1 + B1) = \$ _____



PHASE 2-Implementation

Amounts are to be quoted in Canadian Dollars.

A2. Hourly Rates

The proposed hourly billing rates applicable for the personnel required to undertake the tasks outlined in Appendix “A” (PHASE 2-Implementation) should be indicated. The hourly rates should be used to populate the table in Section B below.

Resource	One (1) Year
Project Officer (Junior Resource)	
Project Manager (Intermediate Resource)	
Project Leader (Senior Resource)	

B2. Estimated Fees

The following table will be strictly for evaluation purposes and are not a guarantee of hours under the contract.

An approximation of typical hours required to complete the tasks outlined in Phase 2 in Appendix “A” should be provided below. For purpose of the evaluation only. Please use the following assumptions:

- Implementation of one (1) one international medical insurance program.
- 5,000 employee members, 70% married with two dependents.
- Insured lives are located worldwide (per DFATD locations).
- Consolidation of providers with a maximum of one per geographic region (Africa, Americas and Caribbean, Asia, Europe, Middle East).

Resource	Approximate hours over contract term (1)	Hourly billing rate (from A above) (2)	Approximate cost (1) X (2)
Project Officer (Junior Resource)		\$	\$
Project Manager (Intermediate Resource)		\$	\$
Project Leader (Senior Resource)		\$	\$
VI - Total			\$

C2 = Total Financial Proposal SOW Appendix “A” Phase 2 (VI) = \$ _____

Grand Total (C1 + C2) = \$ _____

Print Name and Capacity

Date



SECTION V - SECURITY REQUIREMENTS

A. Contract Security and Privacy Requirements

Canada reserves the rights to approve or deny a bid if one, or more, of the following criteria are not met.

The Bidder must clearly indicate where sub-contractors and / or affiliates are proposed. Each proposed sub-contractor or affiliate must also meet the following criteria. Sub-contracting or affiliate arrangements are subject to approval by Canada.

Personal Data includes individual data (electronic and / or hard copy) comprised of one or more of the following elements: *Name, Home Address, Home Telephone Number, Date of Birth, Social Insurance Number or other equivalent personal identifier, Salary, Medical data, or other information that may cause injury, loss or gain to the individual.*

1. Business Requirements and Storage of Personal Data

- 1.1. The Bidder(s) must provide proof that they are incorporated or authorized to do business in their jurisdiction.
- 1.2. The Bidder(s) must disclose the proposed work location(s).
- 1.3. The Bidder(s) must disclose whether the firm has been the subject of any privacy or security breach involving Personal Data within the last five (5) years and the resolution undertaken.
- 1.4. The Bidder(s) must name the country(ies), where Personal Data or other information from Canada will be stored and confirm that data will not be stored using online cloud storage. Where possible, Personal Data should be located in one of the countries where Canada has a bilateral or multinational agreement. Further information on Canada's Bilateral and Multinational Memorandum of Understanding (MOU) and Industrial Security: <http://ssi-iss.tpsgc-pwgsc.gc.ca/gvrnmnt/risi-iisr-eng.html#Bilateral>
- 1.5. The Bidder(s) must clearly outline how Personal Data or other information from Canada is to be collected, stored, shared and disposed of, including retention policies, and demonstrate how industry and best practices apply to their activities and how these meet any local privacy and security of data legislation.
- 1.6. The Bidder(s) must demonstrate how Personal Data or other information from Canada will be safeguarded and transmitted where possible via secure encrypted site between the organization and Canada and/or other providers as required. Transmission of Personal Data or other information may be transmitted only with the express permission of Canada.

2. Security of Individuals

- 2.1. The Bidder(s) will clearly indicate the policy and processes, such as background checks or other protocols that are required by the Bidder(s) with respect to the handling of Personal Data by their employees and will certify that such processes have been undertaken by the Bidder(s) for any individual who will have access to Personal Data provided by Canada.



B. Other Contract Clauses

1. The Bidder(s) agrees that Canada may obtain police, credit and other relevant reports to assess contract suitability of the Bidder(s), its sub-contractor(s) and its proposed resource(s).
2. The Bidder(s) agrees that Canada may conduct inspections of its facilities to validate its capacity to meet the contract's security and privacy requirement.
3. The Bidder(s) agrees that Canada may adjust its security and privacy requirements for the contract to conform to updated security and privacy legislations, regulations and policies.
4. The Bidder(s) must agree to assume full responsibility for their employees who have access to Personal Data or other information from Canada.
5. The Bidder(s) must not divulge any Personal Data or other information from Canada to parties not directly involved in the contract. Where other employees are involved in the project, Personal Data or other information from Canada may be shared on a need to know basis. The Bidder(s) will seek a written authorization from Canada if it wishes to divulge any information to any third party.
6. The Bidder(s) is responsible and liable for any Personal Data or information from Canada in its possession. The Bidder(s) must inform Canada promptly about any security/privacy breach and cooperate with Canada to address any security/privacy issues encountered.
7. The Bidder(s) must agree to abide by any informed consent requirements related to sharing of Personal Data.
8. Canada reserves the right to require the Bidder(s) to extend their period of retention and to dispose Personal Data or other information from Canada based on the standards required by Canada.



ANNEX "C"
CURRENT INSURANCE ARRANGEMENTS

Region	Country	Total # LES	Social Security participation	# of insured LES	# Dependents	Medical Coverage	Dental Coverage	Vision	# of insured LES	Life insurance
Africa	Algeria	45	Yes	0	0					
Africa	Burkina Faso	10	Yes	10	29	Insured	Insured	Insured		
Africa	Cameroon	14	Yes	14	41	Self-insured	Self-insured	Self-insured		
Africa	Congo Democratic Republic	16	No	16	40	Self-insured	Self-insured	Self-insured		
Africa	Côte d'Ivoire	18	Yes	18	55	Insured	Insured	Insured		
Africa	Ethiopia	34	No	34	72	Insured	Insured	Insured		
Africa	Ghana	49	Yes	49	112	Self-insured	Self-insured	Self-insured		
Africa	Kenya	100	Yes	100	204	Insured	Insured	Insured	100	Insured
Africa	Mali	25	Yes	23	81	Self-insured	Self-insured	Self-insured		
Africa	Morocco	54	Yes	53	104	Insured	Insured	Insured	53	Insured
Africa	Mozambique	16	No	16	36	Insured	Insured	Insured		
Africa	Nigeria	43	No	42	111	Insured	Insured	Insured		
Africa	Rwanda	3	Yes	3	Unavailable	Self-insured	Self-insured	Self-insured		
Africa	Senegal	44	Yes	44	129	Insured	Insured	Insured		
Africa	South Africa	51	No	44	64	Insured	Insured	Insured		
Africa	Sudan	9	Yes	9	28	Self-insured	Self-insured	Self-insured		
Africa	Tanzania	27	Yes	26	69	Insured	Insured	Insured		



Region	Country	Total # LES	Social Security participation	# of insured LES	# Dependents	Medical Coverage	Dental Coverage	Vision	# of insured LES	Life insurance
Africa	Tunisia	23	Yes	23	31	Insured	Insured	Insured	23	Insured
Africa	Zambia	5	No	5	12	Self-insured				
Africa	Zimbabwe	23	No	23	87	Insured	Insured	Insured		
Americas	Argentina	39	Yes	37	45	Insured	Insured	Insured	37	Insured
Americas	Barbados	31	Yes	31	39	Insured	Insured	Insured	30	Insured
Americas	Bolivia	7	Yes	7	15	Insured	Insured	Insured		
Americas	Brazil	123	Yes	123	150	Insured	Insured		123	Self-insured
Americas	Chile	35	Yes	34	41	Insured	Insured	Insured	34	Insured
Americas	Colombia	67	Yes	66	75	Insured			67	Insured
Americas	Costa Rica	21	Yes	20	30	Insured	Insured		21	Insured
Americas	Cuba	47	No	0						
Americas	Dominican Republic	26	No	26	35	Insured			26	Insured
Americas	Ecuador	12	Yes	12	28	Insured			12	Insured
Americas	El Salvador	9	No	9	16	Insured			9	Insured
Americas	Guatemala	34	No	34	59	Insured			34	Insured
Americas	Guyana	25	Yes	25	35	Insured	Insured	Insured	25	Insured
Americas	Haiti	51	No	51	84	Insured	Insured	Insured	51	Insured
Americas	Honduras	11	No	11	3	Insured		Insured	11	Insured
Americas	Jamaica	50	No	50	62	Insured	Insured	Insured	50	Insured
Americas	Mexico	195	Yes	184	184	Insured	Insured	Insured	184	Insured
Americas	Nicaragua	5	No	5	10	Insured				
Americas	Panama	14	Yes	14	23	Insured			14	Insured
Americas	Peru	46	Yes	42	69	Insured	Insured	Insured	45	Insured



Region	Country	Total # LES	Social Security participation	# of insured LES	# Dependents	Medical Coverage	Dental Coverage	Vision	# of insured LES	Life insurance
Americas	Trinidad and Tobago	51	Yes	43	61	Insured	Insured	Insured	43	Insured
Americas	United States	442	Yes	335	Unavailable	Insured	Insured	Insured	414	Insured
Americas	United States (retirees)		No	141		Insured	Insured	Insured	187	Insured
Americas	Uruguay	4	No	4	Unavailable	Individual plans				
Americas	Venezuela	30	Yes	30	43	Insured	Insured	Insured	30	Insured
Asia	Afghanistan	54	No	54	164	Self-insured	Self-insured	Self-insured		
Asia	Australia	61	Yes	0						
Asia	Bangladesh	30	No	30	43	Insured	Insured	Insured	30	Insured
Asia	Brunei	5	Yes	5	14	Self-insured				
Asia	Burma	1	No	0						
Asia	China	318	No	0						
Asia	Hong Kong	116	No	116	46	Insured	Insured		116	Insured
Asia	India	368	No	367	795	Insured	Insured	Insured	367	Insured
Asia	Indonesia	55	No	55	116	Insured	Insured	Insured	54	Insured
Asia	Japan	102	No	0						
Asia	Malaysia	27	Yes	27	23	Insured			27	Insured
Asia	Mongolia	9	Yes	0						
Asia	New Zealand	11	Yes	0						
Asia	Pakistan	102	No	102	304	Insured			102	Insured
Asia	Philippines	149	Yes	133	145	Insured	Insured	Insured	133	Insured
Asia	Singapore	57	Yes	57	57	Insured	Insured		57	Insured



Region	Country	Total # LES	Social Security participation	# of insured LES	# Dependents	Medical Coverage	Dental Coverage	Vision	# of insured LES	Life insurance
Asia	South Korea	42	Yes	0						
Asia	Sri Lanka	43	Yes	43	73	Insured	Insured	Insured	40	Insured
Asia	Taiwan	35	Yes	33	41	Insured			33	Insured
Asia	Thailand	48	No	48	47	Insured	Insured		48	Insured
Asia	Vietnam	52	Yes	52	103	Insured	Insured		52	Insured
Europe	Austria	35	Yes	0				Self-insured		
Europe	Belgium	64	Yes	64	44	Insured				
Europe	Croatia	7	Yes	0					7	Insured
Europe	Czech Republic	0	Yes	0						
Europe	Denmark	11	Yes	0						
Europe	Estonia	3	Yes	0				Self-insured		
Europe	Finland	13	Yes	0						
Europe	France	146	Yes	94	110	Insured	Insured	Insured		
Europe	Germany	94	Yes	0						
Europe	Greece	22	Yes	21	19	Insured			21	Insured
Europe	Hungary	16	Yes	0				Self-insured	16	Self-insured
Europe	Iceland	5	Yes	0						
Europe	Ireland	16	Yes	11	11	Insured	Insured			
Europe	Italy	58	Yes	0					58	Self-insured
Europe	Kazakhstan	12	No	12	22	Insured	Insured	Insured		
Europe	Latvia	8	Yes	7	10	Insured	Insured			
Europe	Lithuania	4	Yes	4	0	Insured	Insured			
Europe	Netherlands	24	Yes	0						



Region	Country	Total # LES	Social Security participation	# of insured LES	# Dependents	Medical Coverage	Dental Coverage	Vision	# of insured LES	Life insurance
Europe	Norway	18	Yes						18	Insured
Europe	Poland	55	Yes	55	0	Insured		Insured	51	Insured
Europe	Portugal	12	Yes	12	10	Insured	Insured	Insured	12	Insured
Europe	Romania	35	Yes	35	37	Insured	Insured			
Europe	Russia	87	Yes	85	76	Insured	Insured		85	Insured
Europe	Serbia	22	Yes	0						
Europe	Slovakia	4	Yes	0						
Europe	Spain	26	Yes	25	33	Insured	Insured			
Europe	Sweden	21	Yes	21	0	Self-insured				Mandatory life insurance including worker's compensation
Europe	Switzerland (Berne)	17	Yes	17	26	Individual plans	Individual plans	Individual plans		
Europe	Switzerland (Geneva)	22	Yes	22	21	Insured and individual plans	Insured and individual plans	Insured and individual plans		
Europe	Turkey	55	Yes	51	41	Insured		Insured		
Europe	Ukraine	48	Yes	48	60	Insured	Insured	Insured		
Europe	United Kingdom	202	Yes	139	Unavailable	Insured		Insured	195	Insured
Middle East	Egypt	57	Yes	55	95	Self-insured	Self-insured	Self-insured	55	Self-insured
Middle East	Iraq	1	No	0						



Region	Country	Total # LES	Social Security participation	# of insured LES	# Dependents	Medical Coverage	Dental Coverage	Vision	# of insured LES	Life insurance
Middle East	Israel	44	Yes	3	1	Insured	Insured			
Middle East	Jordan	38	Yes	30	67	Insured	Insured	Insured	30	Insured
Middle East	Kuwait	14	Yes							
Middle East	Lebanon	31	No	31	43	Insured	Insured	Insured	31	Insured
Middle East	Qatar	3	No	0						
Middle East	Saudi Arabia	42	No	32	36	Insured	Insured	Insured	32	Insured
Middle East	United Arab Emirates	52	No	46	75	Insured				
Middle East	West Bank and Gaza Strip	18	Yes	5	8	Insured	Insured			
Total		5131		3933	5228				3293	