



**SOLICITATION CLOSES
L'INVITATION PREND FIN**

**at - à 14:00 hours
on - le 6 September, 2016**

Time Zone: - Fuseau horaire :

Eastern Daylight Time (EDT) - Heure avancée de l'Est (HAE)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITIONS**

Proposal to: Department of National Defence (DND)

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

Proposition au : ministère de la Défense nationale (MDN)

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Comments - Commentaires

Issuing Office - Bureau de distribution

Director General Procurement Services (DG Proc Svcs) - Directeur général Services d'acquisition (DG Svcs Acq)

| | |
|--|-------------|
| Title - Sujet Pension Administration Benchmarking | |
| Solicitation No. - N° de l'invitation W6369-16-A071 | |
| Date 25 July, 2016 | |
| Reference No. (optional) - N° de référence (facultatif) W6369-16-A071 | |
| RETURN BIDS TO: RETOURNER LES SOUMISSIONS À : By e-mail to: - Par courriel au : vanessa.cairney@forces.gc.ca Vanessa Cairney, Director Services Contracting (D Svcs C) 3-4-4 - Direction – Contrats de services (DC Svcs) 3-4-4 | |
| Address enquiries to: Adresser toute demande de renseignements à : Vanessa Cairney Telephone No. E-Mail Address N° de téléphone Courriel vanessa.cairney@forces.gc.ca | |
| FOB - FAB See herein. - Voir dans les présentes. | |
| Destination See herein. - Voir dans les présentes. | |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

PART 1 - GENERAL INFORMATION

1.1 Introduction

- A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
- Part 1 General Information: provides a general description of the requirement;
 - Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
 - Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
 - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
 - Part 5 Certifications: includes the certifications to be provided;
 - Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
 - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- Annex A, Statement of Work (SOW)

1.2 Summary

- A. This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (DND, the "Client") for the provision of Pension Administration Benchmarking. It is intended to result in the award of one (1) contract for three (3) years with three (3) additional one (1)-year option periods.
- B. DND requires benchmarking services to capture performance measures relevant to the pension administration processes of the Canadian Armed Forces Pension Plan (CAFPP), associated systems, and organization structure. These performance measures are required to make better business decisions relating to pension administration service improvements. The goals of this benchmarking work are improved member satisfaction, increased confidence in service delivery, and improved understanding of our comparison to industry standards.
- C. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 Debriefings

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

1.4 Office of the Procurement Ombudsman

- A. If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The OPO was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-800-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca. Furthermore, the OPO offers an alternative dispute resolution service to resolve any dispute between the parties respecting the interpretation or application of a term and condition of the resulting contract.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Service and Procurement Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The 2003 (2016-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:
- (i) Section 01, Integrity Provisions – Bid, is deleted in its entirety and replaced by:
 - 01 Integrity Provisions - Bid
 - By submitting a bid, the Bidder certifies that it complies with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms. The Bidder also certifies that it complies with the terms of section 18 of the *Government Contracts Regulations (SOR/87-402)*.
 - (ii) Section 02, Procurement Business Number, is deleted in its entirety;
 - (iii) Subsection 2.d of Section 05, Submission of Bids, is deleted in its entirety and replaced by:
 - d. send its bid only to Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.
 - (iv) Subsection 4 of Section 05, Submission of Bids, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
 - (v) Section 06, Late Bids is deleted in its entirety;
 - (vi) Section 07, Delayed Bids is deleted in its entirety and replaced by:
 - 07 Delayed Bids
 - It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
 - (vii) Section 08, Transmission by Fax, is deleted in its entirety; and
 - (viii) Subsection 2 of Section 20, Further Information, is deleted in its entirety.

2.2 Submission of Bids

- A. Bids must be submitted only to DND by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile to DND will not be accepted.

2.2.1 Electronic Submissions

- A. Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, macros and/or links, may be rejected by DND e-mail system and/or firewall(s) without notice to the Bidder or Procurement Authority. Larger bids may be submitted through more than one e-mail. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing time and date to submit their bid and for DND to confirm receipt. Bid documents received after the closing time and date will not be accepted.

2.3 Former Public Servant

- A. 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.3.1 Definitions

- A. For the purposes of this clause:
- (i) "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;
 - (ii) "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner; and
 - (iii) "pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

2.3.2 Former Public Servant in Receipt of a Pension

- A. As per the above definitions, is the Bidder a FPS in receipt of a pension?
Yes () No ()
- B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:
- (i) Name of former public servant; and
 - (ii) Date of termination of employment or retirement from the Public Service.
- C. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.3.3 Work Force Adjustment Directive

- A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?
Yes () No ()
- B. If so, the Bidder must provide the following information:
- (i) Name of former public servant;
 - (ii) Conditions of the lump sum payment incentive;
 - (iii) Date of termination of employment;
 - (iv) Amount of lump sum payment;
 - (v) Rate of pay on which lump sum payment is based;
 - (vi) Period of lump sum payment including start date, end date and number of weeks; and
 - (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.
- C. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



2.5 **Applicable Laws**

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that bidders provide their bid in separately bound sections as follows:
- Section I, Technical Bid: one (1) soft copy by e-mail;
- Section II, Financial Bid: one (1) soft copy by e-mail;
- Section III, Certifications: one (1) soft copy by e-mail; and
- Section IV, Additional Information: one (1) soft copy by e-mail.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (ii) Use a numbering system that corresponds to the bid solicitation.

3.2 Section I, Technical Bid

- A. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- B. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- C. Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

3.3 Section II, Financial Bid

- A. Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below. The total amount of Applicable Taxes must be shown separately.
- B. The firm price specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.
- C. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

3.3.1 Pricing Schedule

| Milestone No. | Description or "Deliverable" | Firm Amount |
|--|---|-------------|
| Contract Period: date of Contract to 31 March 2019, inclusive | | |
| 1 | Final Benchmarking Report for 2015/2016 | \$ |
| 2 | Final Benchmarking Report for 2016/2017 | \$ |
| 3 | Final Benchmarking Report for 2017/2018 | \$ |



| Milestone No. | Description or "Deliverable" | Firm Amount |
|---|---|-------------|
| Option Period 1: 1 April 2019 to 31 March 2020 | | |
| 4 | Final Benchmarking Report for 2018/2019 | \$ |
| Option Period 2: 1 April 2020 to 31 March 2021 | | |
| 5 | Final Benchmarking Report for 2019/2020 | \$ |
| Option Period 3: 1 April 2021 to 31 March 2022 | | |
| 6 | Final Benchmarking Report for 2020/2021 | \$ |

3.3.2 Exchange Rate Fluctuation

A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III, Certifications

A. Bidders must submit the certifications required under Part 5.

3.5 Section IV, Additional Information

A. Bidders should provide:

- (i) Their legal name;
- (ii) The name of the contact person (provide also this person’s mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid; and
- (iii) For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation - Mandatory Technical Criteria

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

| # | REQUIREMENT |
|-------------------------------|---|
| MA: CORPORATE CRITERIA | |
| MA1 | The Bidder must demonstrate experience managing a minimum of two (2) pension benchmarking projects for organizations other than the bidder itself within the five (5) years prior to bid closing. The bidder must have led the projects including planning, executing, and analyzing the benchmarking exercise. |
| MA1.1 | The Bidder must demonstrate that each of the cited projects from MA1 have benchmarked a minimum of 20 publicly financed international and Canadian organizations participants. |
| MA1.2 | The Bidder must demonstrate that the participants in the benchmarking projects from MA1 consisted of a minimum mixture of 10 publicly financed Canadian and international pension plans. Each of these plans must have had a minimum of 100,000 members. |

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

4.1.2 Financial Evaluation

- B. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Part 2, article 3.3, Section II, Financial Bid.
- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection – Mandatory Technical Criteria

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- B. In the event that two (2) or more responsive bids are submitted with identical bid prices, then the bidders with the identical prices will be requested to re compete on price alone and will be given two (2) days to submit a new Pricing Schedule.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

- A. The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

- A. There is no security requirement applicable to this solicitation.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

- A. [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modification:
- (i) Definition of "Canada", "Crown", "Her Majesty" or "the Government" of Section 01, Interpretation, is deleted in its entirety and replaced by:
- "Canada", "Crown", "Her Majesty" or "the Government"
means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

7.2.2 Inspection and Acceptance

- A. The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.3 Security Requirements

- A. There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract to 31 March 2019, inclusive.

7.4.2 Option to Extend the Contract

- A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1)-year period(s) 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.



- B. Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority Representative

- A. The Contracting Authority Representative for the Contract is:

Name: Vanessa Cairney
 Title: D Svcs C 3-4-4
 Organization: Assistant Deputy Minister (Materiel) (ADM[Mat])/ Director General Procurement Services (DG Proc Svcs)
 Address: Department of National Defence
 101 Colonel By Drive
 Ottawa, Ontario K1A 0K2
 Telephone:
 E-mail: vanessa.cairney@forces.gc.ca

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

7.5.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: _____
 E-mail: _____

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

7.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment - Firm Price

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$[Value to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Price

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

7.7.3 Method of Payment - Milestone Payments

- A. Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; and
 - (ii) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.
- C. Canada will not accept travel and living expenses that may need to be incurred by the Contractor that are required to satisfy its contractual obligations.
- D. The Schedule of Milestones for which payments will be made in accordance with the Contract is as follows:

| Milestone No. | Description or "Deliverable" | Firm Amount |
|--|---|--|
| Contract Period: date of Contract to 31 March 2019, inclusive | | |
| 1 | Final Benchmarking Report for 2015/2016 | [Value to be detailed in the resulting contract] |
| 2 | Final Benchmarking Report for 2016/2017 | [Value to be detailed in the resulting contract] |
| 3 | Final Benchmarking Report for 2017/2018 | [Value to be detailed in the resulting contract] |
| Option Period 1: 1 April 2019 to 31 March 2020 | | |
| 4 | Final Benchmarking Report for 2018/2019 | [Value to be detailed in the resulting contract] |
| Option Period 2: 1 April 2020 to 31 March 2021 | | |
| 5 | Final Benchmarking Report for 2019/2020 | [Value to be detailed in the resulting contract] |
| Option Period 3: 1 April 2021 to 31 March 2022 | | |
| 6 | Final Benchmarking Report for 2020/2021 | [Value to be detailed in the resulting contract] |

7.8 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must show:
- (i) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
 - (ii) the description and value of the milestone claimed as detailed in the Contract.
- C. Each invoice must be supported by a copy of the associated quarterly report.
- D. Invoices must be distributed as follows:
- (i) The original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
c/o: Director of Services Contracting (D Svcs C) 3-4-4;
attn: Vanessa Cairney

7.9 Certifications

7.9.1 Compliance

- A. The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario [or as specified by the bidder in its bid, if applicable]**.

7.11 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
- (i) the Articles of Agreement;
 - (ii) the general conditions [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services;
 - (iii) Annex A, Statement of Work;
 - (iv) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

7.12 Defence Contract

- A. The Contract is a defence contract within the meaning of the [Defence Production Act](#), R.S.C. 1985, c. D-1, and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the [Defence Production Act](#).

One (1) of the following two (2) articles will be inserted in the resulting contract, as applicable:

Option 1:

7.13 Foreign Nationals (Canadian Contractor)

- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2:

7.13 Foreign Nationals (Foreign Contractor)

- A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.14 Insurance

- A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX A, STATEMENT OF WORK

1. TITLE

- 1.1. Pension Administration Benchmarking Services for Canadian Forces Superannuation Act (CFSA) Pension Plan.

2. BACKGROUND

- 2.1. The Department of National Defence (DND) is the administrator of the Canadian Armed Forces Pension Plan (CAFPP) under CFSA.
- 2.2. In 1999, Public Sector Pension Reform and the Government of Canada's program of "Modern Comptrollership", a reform focused on the sound management of public resources and effective decision-making, have identified benchmarking for the purposes of comparative evaluation of pension administration services in similar Canadian and international (primary public) pension administration organizations on the basis of costs, service levels, and industry standards including the best business practices of participating organisations. Benchmarking services provide plan sponsors and fiduciaries with an independent and objective report comprised of performance insights, detailed costs analysis, best practice benchmarking, and strategic governance and management information. A key component of benchmarking services is the focus on understanding and quantifying how services to members and organizational constraints impact system costs.
- 2.3. Through benchmarking services, DND can examine business processes of CAFPP compared to the best business practices of other similar Canadian and international pension organizations in order to determine if it can improve its management of a viable pension service to active members, annuitants and survivors. Benchmarking also enables DND to compare costs with other similar Canadian and international public and private pension plan administrations and see what exists in the way of better business practices it might incorporate to improve its pension administrative services.
- 2.4. Structure and governance: The CFSA is administered under the auspices of the Canadian Armed Forces Pension Advisory Committee (CAFPAC), which is comprised of pensioners, active contributors, and other personnel. The Chief of Military Personnel (CMP) is the chair of the CAFPAC. According to CFSA, the Minister of National Defence (MND) is responsible for the overall management of the CAFPP. The president of the Treasury Board is responsible for overall policy oversight of Federal public sector pension plans, which includes the CAFPP. The Treasury Board of Canada Secretariat is responsible for strategic direction, program and policy advice, financial analysis and the development of legislation related to CAFPP.

3. OBJECTIVE

- 3.1. DND, through Directorate of Pension Policy and Social Programs (DPSP), requires benchmarking services to capture performance measures relevant to the pension administration processes of CAFPP, associated systems, and organization structure. These performance measures are required to make better business decisions relating to pension administration service improvements. It will be important for DND to continue monitoring the costs of its service level provided to CAFPP.
- 3.2. DND undertakes to measure performance of CAFPP against other similar Canadian and international public and private pension plans to determine how well it has performed, improved and progressed toward the provision of better pension services.
- 3.3. The goals of this benchmarking work are improved member satisfaction, increased confidence in service delivery, and improved understanding of our comparison to industry standards. The Contractor must provide ongoing opportunities for networking with industry peers on best practices for pension administration.

4. SCOPE

- 4.1. The focus of the benchmarking analysis will be to quantify and understand what drives the pension administration costs of the CAFPP administrator taking into consideration the transition of that pension plan to the Government of Canada Pension Modernization Project model supported by the service provider, Public Services and Procurement Canada (PSPC), and the resulting economies of scale. In the case of the CAFPP, data suggests that plan costs are in line with industry standards, when taken on a per member basis. A number of service parameters measured have been identified as being above, the same or below industry standards. Continued benchmarking data will provide ongoing opportunities to improve key aspects of service delivery and identify opportunities for more efficient cost-effective delivery. The benchmarking data obtained will serve to augment the existing baseline for future decisions on resource allocation and cost containment strategies.
- 4.2. Each yearly benchmark is for the period of April 1st to March 301st of the preceding year.

5. SOURCES OF RELEVANT INFORMATION

- 5.1. Related subject matter can be accessed at the identified web sites as follows:
- (a) CFSA and Regulations: <http://laws.justice.gc.ca/eng/>; and
 - (b) General Pension and Insurance Publications & Superannuation Administration Manual: <http://www.forces.gc.ca/en/caf-community-pension/index.page>.

6. TASKS AND DELIVERABLES

- 6.1. The Contractor must provide the following:
- (a) Benchmarking services to compare total costs and service levels against peer group;
 - (b) Benchmarking services to compare costs, transaction volumes, and plan complexity for major pension administrative activities, including the following:
 - (i) Issuance of first payment and recurring payments, pension inceptions;
 - (ii) Collection of and record of contributions and other data;
 - (iii) Termination of payment, transfer out or refunds;
 - (iv) Elections for prior services;
 - (v) Mass communications to members and retirees;
 - (vi) Pension benefit entitlement estimate;
 - (vii) Pension transfers-in;
 - (viii) Member counselling;
 - (ix) Call center;
 - (x) Major projects;
 - (xi) Employer costs;
 - (xii) Financial control and governance;
 - (xiii) Information Technology (IT), excluding major projects;
 - (xiv) Support services and other;



- (xv) Plan design and rules development; and
- (xvi) Disability, if provided by the plan;
- (c) Narrative summaries consisting of:
 - (i) An executive summary for the highlights of the survey results; and
 - (ii) A comparison of total administration costs, activity costs, service levels, transactional volumes, and plan complexity to a peer group and the overall participants;
- (d) Benchmark against comparative companies:
 - (i) The overall participants in the benchmarking survey must comprise a minimum of 20 publicly financed Canadian and International organizations. The benchmarking peer groups for comparison will embody a minimum mixture of 10 publicly financed Canadian and International pension plans. The survey report will compare CAFPP against its all participants' pension administration activities against its benchmarking peers for Total administration cost, activity costs, service levels, transactional volumes and plan complexity; and
- (e) Data collection methodology, including the following:
 - (i) Detailed electronic surveys (spreadsheets) for compiling the data of CAFPP plan to send to the Contractor;
 - (ii) Verification that the data DND has submitted for CAFPP pension plan meets the requirements of the benchmarking survey and is correctly allocated within the survey;
 - (iii) Feedback to DND on the quality of the data supplied for CAFPP pension plan to the Contractor in order to enable DND to amend or adjust the placement of data into appropriate areas of the survey; and
 - (iv) Obtaining from DND the material and data for CAFPP pension plan to conduct one annual supplementary survey.

6.2. The DND pension services benchmarking process will consist of five (5) distinct phases, which are to occur on an annual cycle. The Contractor must provide:

- (a) Survey, including:
 - (i) All survey materials (the general survey questionnaires, cost attribution spreadsheets, activity definitions, output data reports, survey explanations), meeting arrangements, and dates in a timely manner;
 - (ii) Meeting with DND representatives to review survey questions of input material, and explain changes (where applicable) to the methodology for data collection and input, and the significance of the various portions of information to be supplied;
 - (iii) The format of the reporting tools, which must be clearly laid out and easily understood by DND representatives; and
 - (iv) Clear, concise, written, and timely communication of information to DND concerning survey information needed, scheduled meetings, data, etc.;
- (b) Report, including:
 - (i) A draft benchmarking Report;



- (ii) Providing DND with teleconferencing (if needed) to review the data supplied for the annual benchmarking survey report to verify the accuracy of cost and narrative data, and correct any apparent anomalies in the data submitted to the Contractor;
- (iii) An annual benchmarking survey report for capturing a comparison of DND data to its respective peer group and universe in the following areas:
 - (A) Total Administration Cost;
 - (B) Activity Costs;
 - (C) Service Levels;
 - (D) Transactional Volumes;
 - (E) Plan Complexity; and
 - (F) CRM Capability;
- (iv) The survey report for CAFPP, which must include:
 - (A) A summary of key cost and service issues by this organization, refined to reflect work process information and other comparative data highlights;
 - (B) Consolidated cost tables and charts displaying costs for all member organizations and the average costs of each program activity (direct and support inclusive) for all member organizations;
 - (C) Background context information (statistical drivers, organizational drivers and e-business services);
 - (D) Work process highlights with Service Response Measurement charts displaying service standards for that organization (Target and Actual); and
 - (E) A generic CAFPP versus existing benchmarking report group benchmarking survey report, respecting the confidentiality of all participants, while providing benchmarking results that can be shared with the broader spectrum of DND senior management;
- (v) Comparisons incorporating the following criteria:
 - (A) Costs broken down for all participants;
 - (B) Average cost per program for each participant;
 - (C) Cost per transaction per program in each organization;
 - (D) Number of Full Time Employees, direct and support, devoted to each program for each participating organization; and
 - (E) Average cost for all participating organizations for each of these specific activities;
- (vi) Electronic files and five (5) hardcopies of the final benchmarking report;
- (vii) One on site presentation for DND of the final benchmarking results at a time convenient to DND; and
- (viii) Agenda for the annual conferences, as detailed below;



- (c) Annual Global Conference, including:
 - (i) Facilitating an annual global conference and provide DND three invitations for CAFPP;
 - (ii) A synopsis of notes collected in the breakout sessions after the conference; and
 - (iii) The registration fees for this conference are included in the overall price of this service. However, all travel related expenses (including hotel and airfare) are the responsibility of DND;
- (d) Annual Best Practice Research, including:
 - (i) The type and scope of services to be examined;
 - (ii) The services evaluation report outlining best practices and specific examples of the same as practiced by surveyed members;
 - (iii) Any pension administration research conducted and published in the year that DND participate in the Contractor's service; and
 - (iv) Data, information, and materials that the Contractor requires to conduct this supplementary evaluation service, to be provided by DND; and
- (e) Peer Online Network:
 - (i) Access to Contractor's online peer network in the year that DND participates in Contractor's service.

7. PROJECT MANAGEMENT

7.1. The Contractor must:

- (a) Be responsible for the execution of the Contract and management of resources with respect to day-to-day activities and movement of assigned resources, risk identification and mitigation strategies, critical success factors, and accurate monitoring of billing;
- (b) Facilitate the plenary sessions of all member organizations by setting up the agenda, providing detailed explanation of the annual benchmarking survey report contents at the meeting, recording issues discussed, and publishing any decisions made at the meeting, as well as a summary of the subject matter discussed as part of the meeting; and
- (c) Provide monthly progress reports (as needed) on the completion of the benchmarking reports, from the time all data has been submitted by DND to the service provider, until the publication of the benchmarking report.

8. TIMELINES

8.1. The DND CAFPP benchmarking process will occur on an annual cycle and the Contractor must produce the following deliverables:

- (a) Phase I - Survey: The Contractor must produce survey templates (electronic spreadsheets and any other pertinent electronic documents) to be completed and compiled for the benchmarking survey annually. The Survey and related spreadsheets for 2015/2016 must be sent to DND by mid-October 2016. The Surveys and related spreadsheets for subsequent years must be sent to DND by mid-July;
- (b) Phase II - Report: The Contractor must:
 - (i) Produce draft 2015/2016 benchmarking report (CAFPP) by April 2017. The draft benchmarking reports (CAFPP) for subsequent years must be produced by February; and



- (ii) Provide electronic files of the final Benchmarking Report to DND for CAFPP within two (2) to three (3) weeks of delivery of the draft benchmarking report;
- (c) Phase III - Supplementary Survey: The Contractor must:
 - (i) Produce survey templates to be completed and compiled for the Supplementary Survey Report;
 - (ii) Provide the survey templates to DND;
 - (iii) Compile information and publish and discuss the Supplementary Survey Report at the annual conference; and
 - (iv) Publish and send the reports to DND after the conference;
- (d) Phase IV - Conferences: The Contractor must:
 - (i) Facilitate an annual conference of all member organizations for CAFPP peer groups;
 - (ii) Provide an annual conference agenda and conference package for DND delegates; and
 - (iii) Send DND the summary of breakout sessions after the conference; and
- (e) Phase V: The Contractor must manage mentor Board presentation of the benchmarking results at the convenience of DND after the final report is published.

9. QUALITY ASSURANCE

- 9.1. The Contractor must provide documentation noting questionable data to which will be verified by the Technical Authority for accuracy against the data supplied for both narrative and financial spreadsheets portions of the report. Corrections or modifications to data supplied would then be incorporated into final report.
- 9.2. When the final report is received, the Technical Authority will verify the accuracy of data supplied for the narrative and financial spreadsheet portions of the report. The Contractor must do corrections or modifications to the final report as requested by the Technical Authority.

10. CLIENT SUPPORT

- 10.1. DND will:
 - (a) Provide a completion of all survey input packages within given time frames for the survey year;
 - (b) Provide explanations of the data as required by the Contractor;
 - (c) Follow up on the revisions to data/information as required by the Contractor to meet the quality and integrity requirements of the survey. These are to be provided within a reasonable amount of time;
 - (d) Make sure representation and participation by the Technical Authority or any designate of this individual at Contractor/client joint meetings;
 - (e) Discuss any issues of services or deliverables with the Contractor for resolution, and if not resolved, the council chair has to be advised; and
 - (f) Respect the confidentiality of peer organizations by not providing any information about a fellow member unless it has the explicit permission of that member organization.

11. WORK LOCATION



- 11.1. The Contractor must work at their own place of business and attend meetings in the National Capital Region (NCR). A meeting boardroom at DND in Ottawa will be available for the purposes of data collections and presentation of results of the benchmarking exercise. The Contractor must bear any cost incurred for travel and living expenses in the performance of the work in the NCR.

12. LANGUAGE REQUIREMENTS

- 12.1. Canada must abide by the Official Languages Act, to ensure Canadian citizens are granted service in the official language of their choice. Most of the work will be conducted in English; however, should Canada request communication in French for a portion of work, the Contractor must complete this portion of the work in French.

13. TECHNICAL ENVIRONMENT

- 13.1. Submit electronic copies using Microsoft Word or Excel software application.