



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
11 Laurier St./11, rue Laurier
Gatineau, Québec K1A 0S5
Bid Fax: (613) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Health Services Project Division (XF)/Division des projets
de services de santé (XF)
Place du Portage, Phase III, 12C1
11 Laurier St./11 rue, Laurier
Gatineau
Gatineau
K1A 0S5

Title - Sujet HICPS	
Solicitation No. - N° de l'invitation HT426-144642/F	Date 2017-06-15
Client Reference No. - N° de référence du client HT426-144642	
GETS Reference No. - N° de référence de SEAG PW-\$\$XF-008-31604	
File No. - N° de dossier 008xf.HT426-144642	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-07-28	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wong-Sing, Aaron	Buyer Id - Id de l'acheteur 008xf
Telephone No. - N° de téléphone (819) 420-2213 ()	FAX No. - N° de FAX (819) 934-1235
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

Health Canada

Health Information and Claims Processing Services

Request for Proposals

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....	8
1.1. INTRODUCTION	8
1.2. SUMMARY	8
1.3. DEBRIEFINGS	9
1.4. CONFLICT OF INTEREST	9
1.5. FAIRNESS MONITOR.....	9
PART 2 - BIDDER INSTRUCTIONS.....	10
2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	10
2.2. SUBMISSION OF BIDS	10
2.3. FORMER PUBLIC SERVANT	10
2.3.2 <i>Definitions</i>	11
2.3.3 <i>Former Public Servant in Receipt of a Pension</i>	11
2.3.4 <i>Work Force Adjustment Directive</i>	11
2.4. ENQUIRIES - BID SOLICITATION	12
2.5. APPLICABLE LAWS	12
2.6. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	12
2.7. VOLUMETRIC DATA	13
2.8. BIDDERS' CONFERENCE AND SITE VISITS	13
2.9. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY.....	13
PART 3 - BID PREPARATION INSTRUCTIONS.....	14
3.1. BID PREPARATION INSTRUCTIONS.....	14
3.1.6 <i>Submission of Only One Bid</i>	14
3.2. SECTION I: TECHNICAL BID	15
3.3. SECTION II: FINANCIAL BID	15
3.3.2 <i>Electronic Payment of Invoices – Bid</i>	15
3.4. SECTION III: ABORIGINAL PARTICIPATION COMPONENT BID	15
3.5. SECTION IV: CERTIFICATIONS.....	15
3.6. SECTION V: ADDITIONAL INFORMATION	16
3.6.1 <i>Bidder's Proposed Sites or Premises Requiring Safeguarding Measures</i>	16
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	17
4.1. EVALUATION PROCEDURES	17
4.2. EVALUATION PROCESS	18
4.2.1 <i>Technical Evaluation</i>	18
4.2.2 <i>Financial Evaluation</i>	18
4.2.3 <i>Aboriginal Participation Component Evaluation</i>	18
4.3. BASIS OF SELECTION	18
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	20
5.1. CERTIFICATIONS REQUIRED WITH THE BID.....	20
5.1.1 <i>Integrity Provisions - Declaration of Convicted Offences</i>	20
5.1.2 <i>Canadian Content Certification</i>	20
5.2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	20
5.2.1 <i>Integrity Provisions – Required Documentation</i>	21

5.2.2	<i>Federal Contractors Program for Employment Equity - Bid Certification</i>	21
5.2.3	<i>Status and Availability of Resources</i>	21
5.2.4	<i>Education and Experience</i>	21
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS		22
6.1.	SECURITY REQUIREMENTS	22
6.2.	FINANCIAL CAPABILITY	22
6.3.	INSURANCE REQUIREMENTS	22
PART 7 - RESULTING CONTRACT CLAUSES		23
7.1.	STATEMENT OF WORK	23
7.1.3	<i>Task Authorization</i>	23
7.1.3.2	<i>Task Authorization Process</i>	23
7.1.3.3	<i>Periodic Usage Reports - Contracts with Task Authorizations</i>	23
7.2.	STANDARD CLAUSES AND CONDITIONS	24
7.2.2	<i>General Conditions</i>	24
7.3.	SECURITY REQUIREMENTS	25
7.3.7	<i>Contractor's Sites or Premises Requiring Safeguarding Measures</i>	25
7.4.	TERM OF CONTRACT	26
7.4.1	<i>Period of the Contract</i>	26
7.4.2	<i>Option to Extend the Contract</i>	26
7.5.	AUTHORITIES	26
7.5.1	<i>Contracting Authority</i>	26
7.5.2	<i>Project Authority</i>	27
7.5.3	<i>Aboriginal Participation Component Authority</i>	27
7.5.4	<i>Contractor's Representative</i>	27
7.6.	PAYMENT	28
7.6.1	<i>Basis of Payment</i>	28
7.6.2	<i>Limitation of Expenditure excluding Performance Incentive Fees</i>	28
7.6.3	<i>Limitation of Expenditure – Performance Incentive Fees</i>	29
7.6.4	<i>Limitation of Expenditure – Task Authorizations</i>	29
7.6.5	<i>Ceiling Price – Task Authorizations</i>	29
7.6.6	<i>Firm Lot Price – Task Authorizations</i>	30
7.6.7	<i>Pre-Implementation Phase – Milestone Payments</i>	30
7.6.8	<i>Operations Phase – Monthly Payment</i>	30
7.6.9	<i>Task Authorizations – Single Payment</i>	30
7.6.10	<i>Task Authorizations – Milestone Payments</i>	31
7.6.11	<i>Task Authorizations – Progress Payments</i>	31
7.6.12	<i>Performance Incentive Fee – Single Payment</i>	31
7.6.15	<i>Electronic Payment of Invoices – Contract</i>	32
7.6.16	<i>Discretionary Audit</i>	32
7.7.	ADDITIONAL FIXED PER DIEM LABOUR RATES – RATE OR PRICE CERTIFICATION	32
7.8.	INVOICING INSTRUCTIONS	32
7.9.	CERTIFICATIONS AND ADDITIONAL INFORMATION	33
7.9.1	<i>Compliance</i>	33
7.9.2	<i>Federal Contractors Program for Employment Equity - Default by the Contractor</i>	33
7.9.3	<i>Canadian Content Certification</i>	33
7.10.	APPLICABLE LAWS	34
7.11.	PRIORITY OF DOCUMENTS	34

7.12.	FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)	34
7.13.	INSURANCE REQUIREMENTS	34
7.14.	COLLECTION AND USE OF PERSONAL INFORMATION BY THE CONTRACTOR.....	35
7.15.	CHANGE MANAGEMENT.....	38
7.16.	PROFESSIONAL SERVICES - RESOURCES	40
7.17.	CONSULTATION AND CO-OPERATION.....	41
7.18.	DISPUTE RESOLUTION	41
7.19.	INDEPENDENT VERIFICATION AND VALIDATION	41
7.20.	JOINT VENTURE AGREEMENT	42
7.21.	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	43
ANNEX A STATEMENT OF WORK		44
ANNEX B BASIS OF PAYMENT		45
1.	GENERAL	46
2.	PRE-IMPLEMENTATION PHASE FEE	46
2.3.	<i>Pre-Implementation Phase Schedule of Milestones</i>	<i>46</i>
3.	OPERATIONS PHASE AND PHASE-OUT PERIOD	47
3.1.	<i>Fee Structure</i>	<i>47</i>
3.1.1	General.....	47
3.1.2	Pricing for Year 1 to Year 3 of the Operations Phase & Subsequent Years	47
3.1.3	Start of Year 1 of Operations	47
3.1.4	Annual Prices - Monthly Billing Amount	47
3.2.	<i>Claim Line Transaction Processing Fees</i>	<i>47</i>
3.2.1	All-inclusive Fee Per Claim Line	47
3.2.2	Electronic Claim Line Transaction Processing Fees	48
3.2.3	Manual Claim Line Transaction Processing Fees	48
3.2.4	Methodology for the Annual Application of Claim Line Transaction Fees and Volumes	49
3.3.	<i>Management Operations Fee</i>	<i>49</i>
3.4.	<i>HICPS Call Centre Services Fee</i>	<i>50</i>
3.5.	<i>Provider Enrolment and Provider and Client Communication and Information Services Fees.....</i>	<i>50</i>
3.6.	<i>Provider Claim Verification Program Fee (excluding Desk and On-Site Claim Verification)</i>	<i>51</i>
3.6.1	Desk and On-Site Claim Verification	51
3.7.	<i>Phase-Out Period Fee</i>	<i>52</i>
3.8.	<i>Pricing Basis for Task Authorizations.....</i>	<i>52</i>
3.8.1	Labour	53
3.8.1.1	Fixed Per Diem Labour Rates	53
3.8.1.3	Additional Fixed Per Diem Labour Rates	54
3.8.1.4	Definition of a Day/Proration.....	54
3.8.2	Other Direct Costs	54
3.8.3	Travel & Living Expenses - Cost Reimbursable	54
4.	ECONOMIC PRICE ADJUSTMENT (EPA)	55
4.1.	<i>Escalation Index - Operations Phase</i>	<i>55</i>
4.2.	<i>Escalation Index - Phase-Out Period</i>	<i>56</i>
4.3.	<i>Annual Adjustments to Fees and Rates</i>	<i>57</i>
4.4.	<i>Discontinuation of Escalation Indices.....</i>	<i>57</i>
5.	PERFORMANCE INCENTIVE FEE (PIF)	57

6.	APPLICABLE TAXES.....	58
7.	HOLDBACKS	58
7.1.	<i>Pre-Implementation Phase</i>	58
7.2.	<i>Operations Phase</i>	58
8.	FEE CREDITS	59
8.1.	<i>Pre-Implementation Phase</i>	60
8.2.	<i>Operations Phase</i>	61
9.	TIME VERIFICATION.....	61
10.	RELOCATION COSTS	61
ANNEX C SECURITY REQUIREMENTS CHECK LIST		62
ATTACHMENT 3.1 TO PART 3 OF THE BID SOLICITATION		63
TECHNICAL BID		63
1.	<i>Evaluation Procedures</i>	63
2.	<i>Weighting of Technical Bid Scores</i>	64
3.	<i>Mandatory Criteria</i>	64
4.	<i>Rated Criteria</i>	66
ATTACHMENT 3.2 TO PART 3 OF THE BID SOLICITATION		98
FINANCIAL BID.....		98
1.	FINANCIAL BID	98
2.	METHODOLOGY FOR EVALUATING FINANCIAL BIDS	98
3.	FINANCIAL BID PREPARATION INSTRUCTIONS	98
3.1.	<i>Format of Financial Bid</i>	98
3.2.	<i>General Instructions</i>	99
3.3.	<i>Proposed Pricing by Fee Element</i>	99
3.3.1.	<i>Pre-Implementation Phase Fee</i>	99
3.3.2.	<i>Claim Line Transaction Processing Fees (Operations Phase and Phase-Out Period)</i> 100	
3.3.3.	<i>Management Operations Fee (Operations Phase)</i>	101
3.3.4.	<i>HICPS Call Centre Services Fee (Operations Phase)</i>	101
3.3.5.	<i>Provider Enrolment and Provider and Client Communication and Information Services Fee (Operations Phase)</i>	101
3.3.6.	<i>Provider Claim Verification Program Fee (Operations Phase)</i>	101
3.3.7.	<i>Phase-Out Period Fee</i>	102
3.3.8.	<i>Fixed Per Diem Labour Rates</i>	103
FINANCIAL BID EVALUATION AND SCORING.....		104
4.	FINANCIAL BID EVALUATION AND SCORING	104
5.	ESTIMATED USAGE FOR FINANCIAL EVALUATION PURPOSES	105
5.2.	<i>Claim Line Transaction Processing Estimated Volumes (Operations Phase)</i>	105
5.3.	<i>Labour Categories Estimated Usage (Pre-Implementation Phase and Operations Phase)</i> 106	
ATTACHMENT 3.2.1 TO PART 3 OF THE BID SOLICITATION		108
PRICING TABLES		108
ATTACHMENT 3.3 TO PART 3 OF THE BID SOLICITATION		109
ELECTRONIC PAYMENT INSTRUMENTS		109
ATTACHMENT 3.4 TO PART 3 OF THE BID SOLICITATION		110

ABORIGINAL PARTICIPATION COMPONENT BID	110
1. <i>Mandatory Criteria</i>	110
ATTACHMENT 3.5 TO PART 3 OF THE BID SOLICITATION	111
BID SUBMISSION FORM	111
ATTACHMENT 5.1 TO PART 5 OF THE BID SOLICITATION	113
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	
113	
ANNEX D INSURANCE REQUIREMENTS	115
1. COMMERCIAL GENERAL LIABILITY INSURANCE	115
2. ERRORS AND OMISSIONS LIABILITY INSURANCE	116
3. COMPREHENSIVE CRIME INSURANCE	116
4. CYBER LIABILITY INSURANCE	117
ANNEX E ABORIGINAL PARTICIPATION COMPONENT REQUIREMENTS	118
APPENDIX A TO ANNEX E ABORIGINAL BUSINESS CAPACITY	123
ANNEX F HICPS PERFORMANCE MANAGEMENT FRAMEWORK	124
APPENDIX 1 TO ANNEX F SERVICE DELIVERY STANDARDS (SDS)	125
APPENDIX 2 TO ANNEX F PIF PROCESS	140
1. <i>Overview</i>	140
4. <i>Performance Evaluation Plan (PEP)</i>	140
5. <i>PIF Organizational Structure</i>	141
6. <i>PIF Evaluation Process and General Timeframes</i>	143
ANNEX G TASK AUTHORIZATION FORM PWGSC-TPSGC 572	148

PART 1 - GENERAL INFORMATION

1.1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the Aboriginal Participation Component Requirements, HICPS Performance Management Framework, and the Task Authorization Form 572. The Attachments include the Technical Bid, the Financial Bid, the Electronic Payment Instruments, the Aboriginal Participation Component Bid, and the Federal Contractors Program for Employment Equity – Certification.

1.2. Summary

- 1.2.1 The objective of this HICPS procurement is to acquire, through a competitive process, the services of a private sector contractor to administer a portion of Health Canada's Non-Insured Health Benefits (NIHB) Program for the processing and settlement of non-insured health benefit claims, the collection and reporting of health information, the registration/enrolment of health service providers as well as their delisting and the supporting of NIHB benefit pre-authorization, predetermination and exception centres. These services must be able to accommodate and comply with applicable NIHB Program rules and policies including claims verification, reporting, and financial control practices. This includes the effective transition to a new claims processing service contract by December 1, 2019 (or by December 1, 2020 at the latest) to ensure that services to NIHB clients continue without interruption.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult PART 6 - Security, Financial and Other Requirements, and PART 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.2.4 The requirement is subject to a preference for Canadian goods and/or services.

1.2.5 This requirement contains an Aboriginal Participation Component (APC).

1.2.6 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see PART 5 – Certifications and Additional Information, PART 7 - Resulting Contract Clauses and the attachment titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3. Debriefings

1.3.1 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. Conflict of Interest

1.4.1 Without limiting Canada's rights under Article 18 of [2003](#) (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements, the following private sector individuals and non-Canada employees have been engaged in the preparation of this solicitation:

- | | |
|-------------------------|---|
| 1. Alain Lavoie | ADGA Group |
| 2. Andre Emmell | DKMS Technologies |
| 3. Nadereh Mohajer | SI Systems / Monad Consulting |
| 4. Afzal Mohammad | SI Systems |
| 5. Angela Prouse | SI Systems |
| 6. Chris Sheardown | SI Systems |
| 7. Graham Wilson | SI Systems / Graham Wilson Consulting Inc |
| 8. Carla Wright-Edwards | SI Systems / Carla Wright Consultants Inc |
| 9. Tom Purves | TBP & Associates Inc |

1.5. Fairness Monitor

1.5.1 Canada has engaged the services of an organization to act as an independent third party Fairness Monitor (FM) for the HICPS procurement process. The role of the FM is to provide an attestation of assurance on the fairness, openness, and transparency of the monitored activities.

1.5.2 The Fairness Monitor's duties will include, but not be limited to:

- i. observing all or part of the procurement process (including, but not limited to, the Engagement process and the bid solicitation, the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation, and bid debrief process);
- ii. providing feedback to Canada on fairness issues; and
- iii. attesting to the fairness of the procurement process.

1.5.3 The Fairness Monitor will not be part of the evaluation team, but will be granted access to any bid submitted in response to this bid solicitation and any related correspondence received by Canada pursuant to this bid solicitation.

1.5.4 The Fairness Monitor engaged for this procurement is:

Samson and Associates

PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

- 2.1.1 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>) issued by Public Works and Government Services Canada.
- 2.1.2 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.
- 2.1.3 The SACC Manual 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- 2.1.4 Subsection 5.4 of SACC Manual 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
- Delete: 60 days
Insert: 250 days
- 2.1.5 Section 17 of SACC Manual 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended by inserting the following:
4. Each member of the joint venture must meet any requirements relating to the Former Public Servant declaration in PART 2 and the Federal Contractors Program for Employment Equity certification described in PART 5;
 5. For any requirements in the bid solicitation relating to security clearance and/or controlled goods, each of the members of the joint venture must meet the requirements; and
 6. For any requirements in the bid solicitation relating to insurance, at least one member of the joint venture must meet the requirements

2.2. Submission of Bids

- 2.2.1 Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- 2.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3. Former Public Servant

- 2.3.1 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 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.

2.3.2 Definitions

2.3.2.1 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. 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.

2.3.2.2 "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.

2.3.2.3 "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.

2.3.3 Former Public Servant in Receipt of a Pension

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

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

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

2.3.3.3 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.

2.3.4 Work Force Adjustment Directive

2.3.4.1 Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

2.3.4.2 If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.3.4.3 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

2.4.1 All enquiries must be submitted in writing to the Contracting Authority as indicated below no later than seven calendar days before the bid closing date. Enquiries received after that time may not be answered.

Contracting Authority: Aaron Wong-Sing
Public Works and Government Services Canada

Place du Portage III, 12C1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Email Address: TPSGC.DGASTRDPSS-AQCBHICPS.PWGSC@tpsgc-pwgsc.gc.ca
Telephone: 819-420-2213
Facsimile: 819-934-1235

Alternate:

Delegate Contracting Authority: Betty Cole
Telephone: 819-420-2214

2.4.2 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

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

2.5.2 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.

2.6. Improvement of Requirement During Solicitation Period

2.6.1 Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration

provided they are submitted to the Contracting Authority at least fifteen calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7. Volumetric Data

- 2.7.1 The HICPS historical business and transactional volume data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the services identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

2.8. Bidders' Conference and Site Visits

- 2.8.1 There will be no Bidders' Conferences or site visits during the bid solicitation period.

2.9. Basis for Canada's Ownership of Intellectual Property

- 2.9.1 Heath Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

3.1.1 Canada requests that Bidders provide their bid in separate USB Memory Drives for each section as follows:

- Section I: Technical Bid (each of 6 soft copies on separate USB Memory Drives)
- Section II: Financial Bid (each of 3 soft copies on separate USB Memory Drives)
- Section III: Aboriginal Participation Component Bid (each of 3 soft copies on separate USB Memory Drives)
- Section IV: Certifications (each of 3 soft copies on separate USB Memory Drives)
- Section V: Additional Information (each of 3 soft copies on separate USB Memory Drives)

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

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

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

3.1.4 Soft Copies: Canada requests that Bidders provide soft copies in unprotected PDF format to open (i.e. no password) such that copy and print functions in the PDF document are not restricted and/or disabled, and the PDF document cannot be edited. Bidders are requested to verify that the electronic file(s) are readable, not corrupted, and complete. Any information not readable by Canada will not be evaluated, and any clarifications to unreadable information will be considered as Late Bids in accordance with Section 6 of SACC Manual [2003](#), Standard Instructions - Goods or Services - Competitive Requirements.

3.1.5 Any descriptive material, technical manuals and brochures referred to in the Bidder's bid must be included with the bid. Information referenced by hyperlink will not be considered.

3.1.6 Submission of Only One Bid

3.1.6.1 A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being declared non-responsive.

3.1.6.2 For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:

- A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

- B. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
- C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.2. Section I: Technical Bid

- 3.2.1 Bidders must submit their Technical Bid in accordance with [Attachment 3.1](#).
- 3.2.2 In their Technical Bid, Bidders should demonstrate their understanding of the requirements contained in the Bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 3.2.3 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.

3.3. Section II: Financial Bid

- 3.3.1 Bidders must submit their Financial Bid in accordance with [Attachment 3.2](#).
- 3.3.2 **Electronic Payment of Invoices – Bid**
 - 3.3.2.1 If you are willing to accept payment of invoices by Electronic Payment Instruments, complete [Attachment 3.3 Electronic Payment Instruments](#), to identify which ones are accepted.
 - 3.3.2.2 If [Attachment 3.3 Electronic Payment Instruments](#) is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
 - 3.3.2.3 Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4. Section III: Aboriginal Participation Component Bid

- 3.4.1 Bidders must submit their Aboriginal Participation Component Bid in accordance with [Attachment 3.4](#).
- 3.4.2 In their APC bid, Bidders must provide an APC Plan and demonstrate how it meets the requirements in [Annex E Aboriginal Participation Component Requirements](#).

3.5. Section IV: Certifications

- 3.5.1 Bidders must submit the certifications and additional information required under PART 5.

3.6. Section V: Additional Information

3.6.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.6.1.1 As indicated in PART 6 under Section 6.1 Security Requirements, the Bidder must provide the full addresses of the Bidder's, proposed subcontractors', and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

- 3.6.1.2 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in PART 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial, and Aboriginal Participation Component evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 4.1.2 An evaluation team composed of representatives of Health Canada, INAC, and PWGSC will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 4.1.3 The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- 4.1.4 Where Canada has made a final determination that a bid has not met any individual mandatory element of this bid solicitation, including a technical evaluation pass mark, Canada reserves the right to not proceed further in the evaluation of the bid and may deem the bid non-responsive.
- 4.1.5 Notwithstanding any other time periods established in the bid solicitation:
- 4.1.5.1 If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline may result in the bid being declared non-responsive.
- 4.1.5.2 If Canada requires additional information in order to verify any or all information provided by the Bidder in its bid pursuant to the Section 16 Conduct of Evaluation of SACC Manual [2003](#), Standard Instructions - Goods or Services - Competitive Requirements the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
- 4.1.5.3 If additional time is required by the Bidder, the Contracting Authority may grant an extension at their sole discretion.
- 4.1.6 The Technical and Financial bids will initially be scored separately. The Overall Bid Score will be determined by combining the Bidder's Technical Bid Score and Financial Bid Score, utilizing the weights specified below, to produce an Overall Bid Score out of 100 percent.

Evaluation Step / Criteria	Weight
Technical Bid	70%
Financial Bid	30%
Overall Bid	100%

4.2. Evaluation Process

4.2.1 Technical Evaluation

- 4.2.1.1 Technical Bids will be evaluated in accordance with the Mandatory and Rated Technical Evaluation Criteria detailed in [Attachment 3.1](#).
- 4.2.1.2 Each Bid must comply with each and every mandatory requirement of this bid solicitation. Any Bid that does not meet any mandatory requirement will be deemed non-responsive. Only responsive bids will be considered in the next step of the evaluation process. No points will be awarded for compliance with the mandatory requirements.
- 4.2.1.3 Responsive Bids will be evaluated in accordance with the Rated Technical Evaluation Criteria detailed in [Attachment 3.1](#). Bids will be evaluated and scored based exclusively on the merits of the written response in accordance with the stated evaluation criteria.
- 4.2.1.4 Following completion of the Technical Evaluation (i.e. mandatory and rated requirements), each Bid's score will be verified against the applicable minimum scores specified in [Attachment 3.1](#). Only Bids that meet all mandatory criteria and minimum pass marks will be considered responsive and move to the next step in the evaluation process.

4.2.2 Financial Evaluation

- 4.2.2.1 Financial Bids will be evaluated and scored in accordance with the Financial Evaluation Criteria detailed in [Section 4 of Attachment 3.2](#).

4.2.3 Aboriginal Participation Component Evaluation

- 4.2.3.1 Aboriginal Participation Component Bids will be evaluated in accordance with the Mandatory APC Evaluation Criteria detailed in [Attachment 3.4](#).
- 4.2.3.2 Any APC Bid that does not meet the Mandatory APC Evaluation Criteria will be deemed non-responsive.

4.3. Basis of Selection

- 4.3.1 To be declared responsive, a Bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum of 660 points overall for the Technical Evaluation Criteria which are subject to point rating. The rating is performed on a scale of 1100 points.
- 4.3.1.1 Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 4.3.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4.3.3 To establish the Technical Merit Score, the overall Technical Bid Score for each responsive Bid will be determined using the following formula, rounded to two decimal places:

$$\text{Technical Merit Score} = \frac{\text{total number of points obtained by Bid}}{\text{maximum number of points available}} \times 70$$

4.3.4 To establish the Pricing Score, the Evaluated Price of each responsive Bid will be prorated against the lowest Evaluated Price using the following formula, rounded to two decimal places:

$$\text{Pricing Score} = \frac{\text{Lowest Evaluated Price}}{\text{Bid Evaluated Price}} \times 30$$

4.3.5 For each responsive Bid, the Technical Merit Score and the Pricing Score will be added to determine its Combined Rating.

4.3.6 Neither the responsive Bid obtaining the highest Technical Score nor the one with the Lowest Evaluated Price will necessarily be accepted. The responsive Bid with the highest Combined Rating of technical merit and price will be recommended for award of a contract.

4.3.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

4.3.8 If more than one bidder is ranked first because of identical overall scores, then the bidder with the best technical score will become the top-ranked bidder.

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. Unless specified otherwise, 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 Required with the Bid

- (a) Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

- 5.1.1.1 In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Canadian Content Certification

- 5.1.2.1 This procurement is conditionally limited to Canadian services.
- 5.1.2.2 Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.
- 5.1.2.3 Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.
- 5.1.2.4 The Bidder certifies that:
 - () the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).
- 5.1.2.4.1 For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).
- 5.1.2.5 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.2. 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.

5.2.1 Integrity Provisions – Required Documentation

- 5.2.1.1 In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

- 5.2.2.1 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).
- 5.2.2.2 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.
- 5.2.2.3 Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the ["FCP Limited Eligibility to Bid"](#) list during the period of the Contract.
- 5.2.2.4 The Bidder must provide the Contracting Authority with a completed [Attachment 5.1 Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed [Attachment 5.1 Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

5.2.3 Status and Availability of Resources

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

5.2.4 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. Security Requirements

6.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in PART 7 - Resulting Contract Clauses;
- (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (c) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in 3.6 Section V: Additional Information.

6.1.2 The Bidder should indicate in its bid the security status of its named Contract Project Manager proposed in response to mandatory requirement MT3 of [Attachment 3.1](#) by providing the following:

- (a) Name of proposed Contract Project Manager as it appears on the security clearance application form;
- (b) date of birth;
- (c) Level of Security clearance obtained or applied for;
- (d) Security Screening Certificate and Briefing Form file number;
- (e) name of the entity under which the security clearances was obtained;
- (f) name of the federal Government Departments under which the security clearance was obtained. If the Federal Government Department is other than PWGSC, provide the name, telephone and fax numbers of the security clearance contact person within the department; and
- (g) if the security clearance application is in process, the date the application was submitted to Canadian Industrial Security Directorate with the level of security clearance requested.

6.1.3 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.4 For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2. Financial Capability

6.2.1 SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

6.3. Insurance Requirements

6.3.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in [Annex D](#).

6.3.2 If the information is not provided in the Bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the Bid non-responsive.

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

7.1.1 The Contractor must perform the Work in accordance with the Statement of Work (SOW) at [Annex A](#) and the Contractor's technical bid dated _____.

7.1.2 The Contractor must meet all requirements detailed in the annexes to this Contract in the performance of the Work.

7.1.3 Task Authorization

7.1.3.1 The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.3.2 Task Authorization Process

7.1.3.2.1 The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in [Annex G](#).

7.1.3.2.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable bases and methods of payment as specified in the Contract.

7.1.3.2.3 The Contractor must provide the Project Authority, within 15 business days, unless otherwise specified by the Project Authority, of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

7.1.3.2.4 The Contractor must not commence work until a TA authorized by the Project Authority and the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.3.3 Periodic Usage Reports - Contracts with Task Authorizations

7.1.3.3.1 The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

7.1.3.3.2 The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

7.1.3.3.3 The data must be submitted on a quarterly basis to the Contracting Authority with a copy to the Project Authority.

7.1.3.3.4 The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

7.1.3.3.5 The data must be submitted to the Contracting Authority no later than 5 business days after the end of the reporting period.

7.1.3.3.6 Reporting Requirement- Details

7.1.3.3.6.1 A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

7.1.3.3.6.1.1 For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

7.1.3.3.6.1.2 For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2. Standard Clauses and Conditions

7.2.1 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 Works and Government Services Canada.

7.2.2 General Conditions

7.2.2.1 SACC Manual [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2.2 Section 16 of SACC Manual [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, is amended as follows:

7.2.2.2.1 Delete: the subsections in their entirety

7.2.2.2.2 Insert:

1. The payment period is 60 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 61st day following that date and interest will be paid automatically in accordance with the section 17.

2. If the content 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 30 days of receipt. The 60-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 30 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

7.3. Security Requirements

7.3.1 The following security requirements apply and form part of the Contract.

7.3.2 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.

7.3.3 The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.

7.3.4 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.

7.3.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.3.6 The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at [Annex C](#);
- (b) Industrial Security Manual (Latest Edition)

7.3.7 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.7.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

7.3.7.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level.

7.4. Term of Contract

7.4.1 Period of the Contract

- 7.4.1.1 The Contract is effective on the date it is issued (as shown on page 1 of this Contract).
- 7.4.1.2 The "Contract Period" is the entire period in which the Contractor is obliged to perform the Work, which includes:
- 7.4.1.2.1 The Pre-Implementation Phase (SOW Article 1.5.1);
- 7.4.1.2.2 The Implementation Date (SOW Article 1.5.1);
- 7.4.1.2.3 The Operations Phase (SOW Article 1.5.2) comprising of 5 consecutive 12-month periods;
- 7.4.1.2.4 The Final Claim Date <date 5 years from Implementation Date to be inserted> ;
- 7.4.1.2.5 The Phase-Out Period (SOW Article 1.5.3); and
- 7.4.1.2.6 The Contract Expiration Date <date 180 calendar days following the Final Claim date> .

7.4.2 Option to Extend the Contract

- 7.4.2.1 The Contractor grants to Canada the irrevocable option to extend the Operations Phase of the Contract by 3 additional periods, including a 3-year period, followed by a 2-year period, followed by a 1-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.
- 7.4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least 90 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.
- 7.4.2.3 The exercise of options to extend the Operations Phase is independent from, and may overlap with, the Phase-Out Period. As such, the exercise of options to extend the Operations Phase does not negate the Contractor's responsibility to deliver the requirements specified for the Phase-Out Period.

7.5. Authorities

7.5.1 Contracting Authority

- 7.5.1.1 The Contracting Authority for the Contract is:

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
Directorate: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____

E-mail address: _____

- 7.5.1.2 The Contracting Authority (or their delegated representative) 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 Project Authority

- 7.5.2.1 The Project Authority for the Contract is:

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

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

7.5.3 Aboriginal Participation Component Authority

- 7.5.3.1 The Aboriginal Participation Component Authority for the Contract is:

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

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

- 7.5.3.2 The Aboriginal Participation Component Authority (or their delegated representative), as designated by Indigenous & Northern Affairs Canada (INAC) is the person who is responsible for issues relating to the Aboriginal Participation Component (APC) requirements under this Contract.

7.5.4 Contractor's Representative

- 7.5.4.1 The Contractor's Representative for the Contract is:

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

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

7.5.4.2 The Contractor's Representative is the person delegated by the Contractor who is responsible for the management and all technical and administrative matters relating to this Contract.

7.6. Payment

7.6.1 Basis of Payment

7.6.1.1 The Contractor will be paid in accordance with [Annex B Basis of Payment](#) for Work performed in accordance with this Contract.

7.6.2 Limitation of Expenditure excluding Performance Incentive Fees

7.6.2.1 Canada's total liability to the Contractor for the Work performed under the Contract, excluding the Performance Incentive Fees, must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

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

- a. when it is 75 percent committed, or
- b. four (4) months before the Contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.6.2.4 Within the limitation of expenditure stated in Article 7.6.2.1:

7.6.2.4.1 For the Work described in Section 2.0 Pre-Implementation Phase of [Annex A Statement of Work](#), in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price in accordance with Article 2.1 of [Annex B Basis of Payment](#). Customs duties are included and Applicable Taxes are extra.

7.6.2.4.2 For the Work described in Section 4.2 Contract Phase-Out of [Annex A Statement of Work](#), in consideration of the Contractor satisfactorily completing its obligations under the Contract, as specified in the authorized Task Authorization, the Contractor will be paid a firm price in accordance with Article 3.7 of [Annex B Basis of Payment](#). Customs duties are included and Applicable Taxes are extra.

7.6.2.4.3 For the Work referenced in their respective articles of [Annex B Basis of Payment](#), in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm annual prices in accordance with Articles 3.1 – 3.6, excluding Article 3.6.1, of [Annex B Basis of Payment](#). Customs duties are included and Applicable Taxes are extra.

7.6.2.4.4 For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.3 Limitation of Expenditure – Performance Incentive Fees

7.6.3.1 Canada's total liability to the Contractor under the Contract for the Performance Incentive Fees (PIFs) will be limited to those amounts approved by the Performance Incentive Fee Board (PIF Board) and must not exceed the amounts detailed in Article 5.3 of [Annex B Basis of Payment](#). Customs duties are included and Applicable Taxes are extra.

7.6.4 Limitation of Expenditure – Task Authorizations

7.6.4.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with [Annex B Basis of Payment](#), to the limitation of expenditure specified in the authorized TA.

7.6.4.2 Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

7.6.4.3 No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.4.4 The Contractor must notify the Project Authority in writing of any anticipated cost overruns before 75 percent of the limitation of expenditure of an authorized TA has been expended. Otherwise, the limitation of expenditure for labour, specified in the authorized TA, will become a ceiling price and the Contractor must complete the Work specified in the TA in accordance with the Contract, subject to the ceiling price, and no additional funds will be made available.

7.6.5 Ceiling Price – Task Authorizations

7.6.5.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization, as determined in accordance with [Annex B Basis of Payment](#), to the ceiling price specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

7.6.5.2 The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with [Annex B Basis of Payment](#), as specified in the authorized TA.

7.6.6 Firm Lot Price – Task Authorizations

- 7.6.6.1 In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization, the Contractor will be paid in accordance with [Annex B Basis of Payment](#), as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.
- 7.6.6.2 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.7 Pre-Implementation Phase – Milestone Payments

- 7.6.7.1 Canada will make milestone payments for work performed subject to Article 2 of [Annex B Basis of Payment](#) in accordance with the Pre-Implementation Phase Schedule of Milestones detailed in Article 2.3 of [Annex B Basis of Payment](#) and the payment provisions of the Contract, up to 80 percent of the amount claimed and approved by Canada if:
- an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives; and
 - all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
- 7.6.7.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract for the Pre-Implementation Phase if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.6.8 Operations Phase – Monthly Payment

- 7.6.8.1 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with Articles 3.1 – 3.6, excluding Article 3.6.1, of [Annex B Basis of Payment](#) if:
- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - all such documents have been verified by Canada; and
 - the Work performed has been accepted by Canada.

7.6.9 Task Authorizations – Single Payment

- 7.6.9.1 Canada will pay the Contractor upon completion and delivery of the work performed in accordance with the payment provisions of the authorized Task Authorization if:
- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - all such documents have been verified by Canada;
 - the Work delivered has been accepted by Canada.

7.6.10 Task Authorizations – Milestone Payments

- 7.6.10.1 Canada will make milestone payments for work performed subject to the authorized Task Authorization in accordance with the Task Authorization Schedule of Milestones detailed therein and the payment provisions of the Task Authorization, up to 80 percent of the amount claimed and approved by Canada if:
- a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives; and
 - c. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
- 7.6.10.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.6.11 Task Authorizations – Progress Payments

- 7.6.11.1 Canada will make progress payments in accordance with the payment provisions of the authorized Task Authorization, no more than once a month, for cost incurred in the performance of the work subject to the Task Authorization, up to 80 percent of the amount claimed and approved by Canada if:
- a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed the total amount to be paid under the Task Authorization;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
- 7.6.11.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.6.12 Performance Incentive Fee – Single Payment

- 7.6.12.1 Canada will pay the Contractor upon completion and delivery of the work performed in the PIF Period in accordance with the PIF amount approved by the PIF Board if:
- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all such documents have been verified by Canada;
 - c. the Work delivered has been accepted by Canada.

7.6.13 SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

7.6.14 SACC Manual clause [C2605C](#) (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

7.6.15 Electronic Payment of Invoices – Contract

(To be completed at Contract Award)

7.6.15.1 The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6.16 Discretionary Audit

7.6.16.1 SACC Manual clause [C0705C](#) (2010-01-11) Discretionary Audit

7.7. Additional Fixed per Diem Labour Rates – Rate or Price Certification

7.7.1 SACC clause [C0008T](#) (2007-05-25) Price Support - Non-competitive Bid

7.8. Invoicing Instructions

7.8.1 The Contractor must submit separate claims for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, for each fee element in [Annex B Basis of Payment](#), except where noted in Article 7.8.3 below.

7.8.2 Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the General Conditions;
- c. the applicable article of [Annex B Basis of Payment](#), except for Article 3.8 Pricing Basis for Task Authorizations, where the claim must show the Task Authorization number;
- d. a list of all cost-reimbursable expenses; and
- e. the description and value of the milestone claimed as detailed in the Contract.

7.8.3 In addition to Article 7.8.2 above, the Contractor must submit claims related to Article 3.2 of [Annex B Basis of Payment](#) using a single form [PWGSC-TPSGC 1111](#) and must show:

- 7.8.3.1 separately, the volume of Article 3.2.2 Electronic Claim Line Transaction Processing Fees and the volume of Article 3.2.3 Manual Claim Line Transaction Processing Fees, and the respective unit prices; and
- 7.8.3.2 if the claim is for Transaction Processing Fees that include multiple volume ranges, the volume of the Transaction Processing Fee for each volume range, and the respective unit prices.

7.8.4 Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. for claims submitted in accordance with Article 7.8.3 above, the volume of claims broken down by benefit and by region for each of [Basis of Payment](#) Article 3.2.2 Electronic Claim Line Transaction Processing Fees and [Basis of Payment](#) Article 3.2.3 Manual Claim Line Transaction Processing Fees; and
- d. a copy of the monthly progress report.

7.8.5 Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

7.8.6 The Contractor must prepare and certify one original and two copies of the claim on form [PWGSC-TPSGC 1111](#). The Contractor must forward the original and one copy of the claim to the Project Authority and one copy to the Contracting Authority, as identified under the section entitled "Authorities" of the Contract for appropriate certification by the Project Authority after inspection and acceptance of the Work takes place.

7.8.7 The Project Authority will then forward the original and one copy of the claim to the Contracting Authority for certification. The Contracting Authority will then forward the original and one copy back to the Project Authority for onward submission to the Payment Office for the remaining certification and payment action.

7.8.8 The Contractor must not submit claims until all work identified in the claim is completed.

7.9. Certifications and Additional Information

7.9.1 Compliance

7.9.1.1 Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

7.9.2.1 The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9.3 Canadian Content Certification

7.9.3.1 SACC Manual clause [A3060C](#) (2008-05-12) Canadian Content Certification

7.10. Applicable Laws

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

7.11. Priority of Documents

- 7.11.1 If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
- (a) the Articles of Agreement;
 - (b) the general conditions SACC Manual 2035 (2016-04-04), General Conditions - Higher Complexity – Services, as amended;
 - (c) Annex A Statement of Work;
 - (d) Annex B Basis of Payment;
 - (e) Annex C Security Requirements Check List;
 - (f) Annex D Insurance Requirements;
 - (g) Annex E Aboriginal Participation Component Requirements;
 - (h) Annex F HICPS Performance Management Framework;
 - (i) the signed Task Authorizations (including all of their annexes, if any);
 - (j) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12. Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

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

OR

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

7.13. Insurance Requirements

- 7.13.1 The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 7.13.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 7.13.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-

based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14. Collection and Use of Personal Information by the Contractor

7.14.1 Interpretation: In the Contract, unless the context otherwise requires,

- i. **"Personal Information"** means information about an individual, including the types of information specifically described in Canada's **Privacy Act**; and
- ii. **"Record"** means any hard copy document or any data in a machine-readable format containing Personal Information.

7.14.2 **Control of Personal Information and Records:** To perform the Work, the Contractor will be provided with or will be collecting Personal Information. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that Canada owns the Records. The Contractor agrees only to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records in accordance with the Contract. On request, the Contractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.

7.14.3 **Use of Personal Information:** The Contractor must use the Personal Information and the Records only to perform the Work. It is a default under the Contract for the Contractor (or any person to whom the Contractor provides access to the Personal Information) to use the Personal Information for its own purposes, or to compile, sell, use, copy, disclose, dispose of or destroy the Personal Information or any Record, except in accordance with the Contract.

7.14.4 **Collection of Personal Information:** Where requested by Canada to do so, the Contractor must collect personal information from the individual to whom it relates and must inform the individual (at or before the time the information is collected) of (i) the purposes of the collection, (ii) the voluntary nature or alternatively the legal requirement to provide the personal information, (iii) their right to access and correct the personal information, and where applicable, (iv) the personal information bank to which it pertains.

The Contractor must also

- i. not require the individual to provide personal information unrelated to the NHIB Program;
- ii. not use personal identifiers for the purposes of linking and/or data matching across multiple databases except as authorized under the Contract;
- iii. maintain a record for each individual file of a use or disclosure not contained in the *InfoSource* Personal Information Bank (PIB) for the system, in order to be compliant with Subsection 9.1 of the *Privacy Act*;
- iv. maintain an audit log as outlined in SOW 3.4.6.20;
- v. record the date and source of the last information update as part of their data collection process;
- vi. provide the individual with an opportunity to verify and concur with personal data collected;
- vii. ensure that a record is kept with respect to i) requests for review of errors or omissions and corrections, and ii) decisions not to correct personal information;
- viii. be proactive in ensuring the individual and the Project Authority are aware of safeguards related to the protection of personal information.

7.14.5 Maintaining the Accuracy, Privacy and Integrity of Personal Information: The Contractor must ensure that the Personal Information is as accurate, complete and up to date as possible, and must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must

- i. not use any personal identifiers (e.g., social insurance number) to link multiple databases
- ii. restrict access to the Personal Information and the Records to individuals who require access to perform the Work (for example, by using passwords or biometric access controls) – the Contractor must provide the Project Authority with a list of the Contractor's employees and Subcontractors' employees authorized to access NIHB Client's personal information, records, or data;
- iii. provide annual Privacy awareness training for its employees and Subcontractors regarding the safeguarding of personal information to perform the Work; the Contractor must provide this training before giving an individual access to any Personal Information and at least once a year afterwards for as long as that individual continues to have access to any Personal Information; a record of the training must be kept in the individual's personnel file and made available to the Project Authority if requested;
- iv. if requested by the Project Authority, before providing personnel with access to the Personal Information, require all personnel to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Project Authority) their responsibilities to maintain the confidentiality of, and otherwise respect, the privacy of the Personal Information;
- v. keep a record of all requests to review any Records relating to that individual, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);
- vi. include a notation on any Record(s) that an individual has requested be corrected, if the Contractor has decided not to make the correction for any reason; whenever this occurs, the Contractor must immediately advise the Project Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it; if directed by the Project Authority to make the correction, the Contractor must do so;
- vii. keep a record of the date and source of the last update to each Record;
- viii. maintain an audit log that electronically records all instances of and attempts to access Records stored electronically; the audit log must be in a format that can be reviewed by the Contractor and Canada at any time;
- ix. apply the retention and disposal requirements under the *Library and Archives of Canada Act* – to all paper-based and electronic records; and
- x. detect, respond to, recover from a privacy breach as well as notify the Project Authority of a privacy breach.

7.14.6 Safeguarding Personal Information: The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to protect the integrity and confidentiality of the Personal Information. To do so, at a minimum, the Contractor must

- i. logically segregate all HICPS records and data (both electronic and hard paper copy) from the Contractor's other records;
- ii. store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;

- iii. ensure that passwords or other access controls are only provided to individuals who require access to the Personal Information to perform the Work;
- iv. safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;
- v. maintain a secure back-up copy of all Records;
- vi. implement any reasonable security or protection measures requested by Canada from time to time; and
- vii. notify the Project Authority immediately of any privacy and security breaches; for example, any time an unauthorized individual accesses any Personal Information.

7.14.7 Location of Records: All Records, whether stored in hard copy or in electronic form must be stored in Canada, unless the Project Authority has first consented in writing. Also, any backup locations for disaster recovery, business continuity and backup media storage services must be located in Canada. The Contractor acknowledges that it is prohibited from storing the Personal Information, electronically or otherwise, in any jurisdiction in which the laws allow a foreign government or its agent, or any other person in that jurisdiction, to obtain disclosure of any Personal Information unless the Project Authority has first consented in writing.

7.14.8 Appointment of Privacy Officer: The Contractor must appoint a senior officer to be its privacy officer and to act as the Contractor's representative for all matters concerning the Personal Information and the Records. The Contractor must provide the name of the privacy officer to the Project Authority within 15 calendar days of the Contract being awarded. The Privacy Officer is responsible for ensuring the Contractor's compliance with the personal information requirements.

7.14.9 Quarterly Reporting Obligations: Within 30 calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Project Authority:

- i. a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- ii. a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made); and
- iii. details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor.

7.14.10 Audit: Canada may audit the Contractor's compliance with this Article. On request, the Contractor must provide Canada with access to its premises and to the Personal Information and Records at all reasonable times. If Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

7.14.11 Statutory Obligations: The Contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's *Privacy Act*, *Access to Information Act*, and *Library and Archives of Canada Act*. During and after the effective term of the Contract, the Contractor, and its directors, officers, employees, agents, advisors and subcontractors and those otherwise within the Contractor's control (e.g. Subcontractors, suppliers) agree to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.

- 7.14.12 **Written Agreements:** The Contractor must ensure that its employees, agents and subcontractors are aware of the confidential nature of the personal information and are bound by written agreements to hold the information in confidence and deal with it in accordance with this Contract and Canadian legislation. The Contractor must conduct annual awareness training for its employees and subcontractors regarding safeguarding of personal information. The training received by the Contractor's employees must be recorded and reported to Canada and the report shall include the date on which the training was provided. The Contractor must also provide to Canada a list of the Contractor's and subcontractor's employees authorized to access the personal information, records and/or data. The Contractor must ensure that the list provided to Canada is kept up to date.
- 7.14.13 **Other Privacy Legislation:** The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Project Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.
- 7.14.14 **Disposing of Records and Returning Records to Canada:** Upon the completion or termination of the Contract or at such earlier time as Canada may request, the Contractor and its Subcontractors must deliver to the Project Authority all personal information in its possession in whatever form including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation that has been created or obtained in relation to this Contract. Upon delivery of the personal information to the Project Authority, the Contractor has no right to retain that information in any form and must ensure that no record of the personal information remains in Contractor's possession.
- 7.14.15 **Obligations if Required to Disclose Personal Information:** Before disclosing any of the Personal Information under any applicable legislation, regulation, or an order of any court, tribunal or administrative body, the Contractor must immediately notify the Project Authority, in order to provide the Project Authority with an opportunity to participate in any relevant proceedings.
- 7.14.16 **Exception:** The obligations set out in this Article do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain (including by inadvertence) as a result of any act or omission of the Contractor or any of its subcontractors, agents, representatives, or any of their employees.
- 7.14.17 **Default of Contract:** Should the Contractor or its Subcontractors fail or be unable to continue to comply with the privacy requirements and its Management Plan for the Privacy and Protection of Personal Information which it provided to the Project Authority in its bid, or in the event that a verification by the Project Authority or its agents discloses a misrepresentation on the part of the Bidder, Canada has the right to treat this Contract as being in default, and the Contracting Authority may terminate it in accordance with the termination for default clause of the Contract (Section 29 of SACC Manual [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services).

7.15. Change Management

- 7.15.1 Without in any way diminishing or restricting any of the responsibilities of the Contractor, the Project Authority may, by giving notice to the Contractor, at any time and from time to time, request changes in the Work described in the Contract or in any approved Task Authorization(s). Conversely, the Contractor may wish to propose a change to the Work described in the Contract or changes in any approved Task Authorization(s).

-
- 7.15.2 Where the Project Authority requests a change or modification, the Project Authority will request a written Change Proposal from the Contractor for consideration. Where the Contractor wishes to propose a change or a modification, the Contractor will submit a written Change Proposal to the Project Authority for consideration.
- 7.15.3 All changes, whether there is a cost or not, will require formal authorization through a TA or a Contract amendment.
- 7.15.4 As soon as reasonably possible, and no later than five (5) working days after receipt of the request, the Contractor must either:
- 7.15.4.1 give Notice to the Project Authority that the proposed modification is not sufficiently defined; or
- 7.15.4.2 submit to the Project Authority a completed Change Proposal which must contain the following:
- A) a description of the change(s);
 - B) the decrease or increase, if any, which the proposed change will cause to the Contract or Task Authorization price;
 - C) change(s) in delivery dates, if any, for any part of the Work affected by the directed or proposed changes;
 - D) the anticipated effect of the change(s) on the performance of the Work;
 - E) the plan or plans to minimize the effect of the change(s) on the performance of the Work;
 - F) recommended plan or plans for the completion of the Work;
 - G) any other change in the provisions of the Task Authorization or this Contract; and
 - H) such additional information as may be reasonably required by the Project Authority.
- 7.15.5 If the Contractor's Proposal is accepted, the Project Authority and the Contractor agree to commence negotiations with respect to changes in the Work described in the Contractor's Proposal as soon as practicable.
- 7.15.6 All proposed changes by the Contractor to any previously approved deliverable will require the revised deliverable to be resubmitted by the Contractor to the Project Authority for acceptance in accordance with this Contract.
- 7.15.7 No change in the Work, or in price, in the Contract or any resulting Task Authorization, resulting from changes in the Work, will be recognized under this Contract or any resulting Task Authorization(s), except in accordance with the provisions described in this Article. No one other than the Contracting Authority has the authority to approve any amendments or changes to this Contract or any resulting Task Authorization(s).
- 7.15.8 If any directed change or changes approved after consideration of the Proposal, causes an increase or decrease in the price of the Contract or any resulting Task Authorization or the time for performance, then the price of the respective Task Authorization, the time for performance and other affected provisions of the Contract or the respective Task Authorization must be adjusted accordingly, provided that, at no time, the Contractor be entitled to compensation for any loss of anticipated profits. The Contractor must not carry out any Work arising from a change proposed by the Contractor or requested by the Project Authority until negotiations between the Contractor and Canada are completed to a mutual agreement, and the Contractor is in receipt of written authorization to proceed with the change as received from the Contracting Authority.

- 7.15.9 It is the responsibility of the Contractor to verify with the Project Authority and the Contracting Authority whether the Work activity falls within the scope of the Contract or any approved Task Authorization(s), in the event that any uncertainty exists.
- 7.15.10 If preparation of a Change Proposal requires significant effort (10 working days or more) on the part of the Contractor, the Contractor will notify the Project Authority and the Contracting Authority of the Contractor's costs to prepare any such Change Proposal, that is, the "Estimated Cost". In such event, the Contracting Authority will:
- 7.15.10.1 withdraw the request for the Change Proposal response; or
- 7.15.10.2 authorize the Contractor to proceed to prepare the Change Proposal through the issuance of a TA, in which event Canada will be liable for the Contractor's costs to prepare the Change Proposal up to an amount not to exceed the Estimated Cost.
- 7.15.11 If the number of Change Proposals that the Contractor is required to prepare in any month will, in the aggregate, require significant effort on the part of the Contractor, the Contractor's Representative will give notice thereof to the Contracting Authority and the Project Authority. In such event, the parties will meet promptly to:
- 7.15.11.1 identify the Change Proposal requests that may be withdrawn and prioritize those remaining; or
- 7.15.11.2 identify the Estimated Cost to prepare the change proposals, and Canada must then authorize or withdraw the change requests in a similar manner as described in Article 7.15.10 above.
- 7.15.12 The costs of any changes pursuant to this Article will be negotiated based on pricing contained in the Contract.

7.16. Professional Services - Resources

- 7.16.1 The Contractor must provide, as and when requested by Canada using a Task Authorization, professional services relating to the Work requirements set out under the SOW. To be able to provide these professional services on request, the Contractor must have available a team of experts, including individuals as detailed in Appendix F to Annex A Statement of Work.
- 7.16.2 Once a requirement for a resource is identified by Canada (including any resource required under the Contract to be available immediately following Contract award or once a Task Authorization is issued), the Contractor must make the resource available to Canada within 10 working days.
- 7.16.3 If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements of Section 08 Replacement of specific individuals of SACC Manual 2035 (2016-04-04), General Conditions - Higher Complexity – Services), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- 7.16.4 All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract.
- 7.16.5 If it is necessary to replace personnel, the Contractor must give at least 10 working days notice in writing to the Project Authority, but thirty days would be preferable. The replacement must possess qualifications acceptable to the Project Authority and be approved by the Project Authority prior to replacement. Any replacement will be assigned to shadow the "to be replaced"

resource (or a client resource when appropriate) for knowledge transfer, for a period of up to a maximum of 10 working days to be determined with the Project Authority, at the Contractor's own expense. This shall also apply to contractor personnel replaced at the request of the Project Authority as not being suitable. The Project Authority reserves the right to interview (at no cost to Canada) the personnel assigned to the Contract.

- 7.16.6 If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.17. Consultation and Co-operation

- 7.17.1 The parties agree to maintain open and honest communication throughout the performance of the Contract.
- 7.17.2 The parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

7.18. Dispute Resolution

- 7.18.1 If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process acceptable to both parties, before resorting to litigation.
- 7.18.2 All information exchanged during this meeting or any subsequent dispute resolution process, must be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.
- 7.18.3 Article 7.18 Dispute Resolution will not affect any of Canada's rights of cancellation or termination contained in this Contract.

7.19. Independent Verification and Validation

- 7.19.1 It is acknowledged and accepted that Canada may decide to enter into a contract with a third party, an Independent Verification and Validation (IV & V) contractor selected by mutual agreement by Canada and the Contractor, for the provision of verification and validation services in support of the HICPS requirement. Agreement on the suitability of the IV & V contractor will not be unreasonably withheld.
- 7.19.2 It is agreed that the Contractor will support the performance of the verification and validation services by any IV & V contractor so engaged. The terms of communication will be as follows:
- a) the IV & V contractor reports to, receives direction from and provides recommendations to only the Project Authority, unless engaged by the Contractor;
 - b) the Contractor will designate a point of contact for the IV & V contractor personnel, and will notify Canada in writing of any change; and
 - c) the IV & V contractor will not be required to furnish the Contractor with work plans or schedules, or with any other documentation or information.

- 7.19.3 The Contractor will make available to the IV & V contractor both the use of temporary workspace for a maximum of 3 people, and access to HICPS working materials such as documentation, software and schedules, as are normally available to the Contractor's Quality Assurance personnel.

7.20. Joint Venture Agreement

(The following section will be removed if the contractor is not a joint venture)

- 7.20.1 To witness their agreement with the terms and conditions of this Contract, Her Majesty and all members of the joint venture must sign the cover page of this Contract, unless one member has been appointed to act on behalf of all members of the joint venture.
- 7.20.2 If one member has been appointed to act on behalf of all members of the joint venture, each member of the joint venture must witness to the statement below:
- 7.20.3 By signing this agreement, all members of the joint venture confirm that the representative has been appointed with full authority to act as its representative for the purposes of the Contract. Furthermore, each member witness that all members of the joint venture Contractor is a party to this Contract and is jointly and severally or solidarily liable for the performance of all the Contract.

(Insert Full Legal Name of Representative Member) **Joint Venture Representative**

By its Authorized Signatory,

Print Name of Authorized Signatory: _____

Print Title of Authorized Signatory: _____

(Insert Full Legal Name of Second Member)

By its Authorized Signatory,

Print Name of Authorized Signatory: _____

Print Title of Authorized Signatory: _____

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

(Insert Full Legal Name of Third Member - add or subtract as many signature blocks as necessary to include each member of the Joint Venture)

By its Authorized Signatory,

Print Name of Authorized Signatory: _____

Print Title of Authorized Signatory: _____

7.21. Proactive Disclosure of Contracts with Former Public Servants

7.21.1 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.

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

ANNEX A STATEMENT OF WORK

(*Please see attachment*)

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
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Buyer ID - Id de l'acheteur
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CCC No./N° CCC - FMS No./N° VME

ANNEX B BASIS OF PAYMENT

1. General

- 1.1. This Annex B describes the framework and fee structure that Canada will use to establish payments to the Contractor for Work performed pursuant to the Contract. The framework and fee structure will be in place for the duration of the Contract including any applicable Option Periods.
- 1.2. All services and deliverables are F.O.B. Destination, and Canadian Customs Duty and Excise Taxes included, if applicable.
- 1.3. All prices and amounts of money in the Contract are exclusive of any applicable taxes, unless otherwise indicated. Any applicable taxes are extra to the price herein and will be paid by Canada.
- 1.4. The Contractor's detailed cost breakdowns provided with its Financial Bid for all proposed pricing (for the Pre-Implementation Milestone Schedule, the Operations Phase and the Phase-Out Period) form part of the Contract and will be used as required to support negotiations of any subsequent Contract amendment or Task Authorization (TA).
- 1.5. All prices listed in this Annex will be written to the nearest 2 decimals, except for the Fees listed under Section 3.2, which will be written to the nearest 3 decimals.
- 1.6. For the purposes of invoicing, for fees listed under Section 3.2, the volume for each fee will be multiplied by their respective unit price and then the extended price will be rounded to the nearest 2 decimals.

2. Pre-Implementation Phase Fee

- 2.1. The Contractor will be paid the **firm all-inclusive lot price of \$ _____** for the completion of all Contract requirements during the Pre-Implementation Phase in accordance with SOW Article 2.0, as broken down into milestones as detailed in Article 2.3 below.
- 2.2. This is a "one-time" fee and is not subject to the Economic Price Adjustment (EPA) provisions of Article 4 herein.

2.3. Pre-Implementation Phase Schedule of Milestones

- 2.3.1 The Pre-Implementation Phase Fee in Article 2.1 above will be paid in separate milestone payments. The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

- 2.3.2 *(To be inserted prior to Contract Award)*

Milestone No.	Milestone Description	Firm Amount	Due Date
1.		\$	
2.		\$	
3.		\$	
etc.		\$	

3. Operations Phase and Phase-Out Period

3.1. Fee Structure

3.1.1 General

The Contractor will be paid in accordance with the following pricing for performance of the Work during the Operations Phase and Phase-Out Period, up to and including the Final Claim Day, as specified in [Annex A - Statement of Work](#).

3.1.2 Pricing for Year 1 to Year 3 of the Operations Phase & Subsequent Years

The fees and rates for Year 1 to Year 3 of the Operations Phase are firm for the pricing identified under Articles 3.2 to 3.6 and Article 3.8.1.1 herein. The fees and rates for Year 4 and subsequent years will be the fees for the previous year adjusted from year to year pursuant to Article 4 Economic Price Adjustment (EPA) herein. The Basis of Payment will be amended through a Contract Amendment to reflect the new fees or rates.

3.1.3 Start of Year 1 of Operations

Year 1 of Operations Phase will start at 00:00 ET on the Implementation Date ([SOW](#) Article 1.5.1) and end exactly 12 calendar months later at 24:00 ET.

3.1.4 Annual Prices - Monthly Billing Amount

Where the fees indicated are firm, all-inclusive, **annual** prices, the Contractor must invoice at month end **one-twelfth** of the annual price. The Contractor must bill for the twelfth month the firm annual price for that year less the total of the eleven previous billings.

3.2. Claim Line Transaction Processing Fees

3.2.1 All-inclusive Fee Per Claim Line

The Contractor will be paid a firm, all-inclusive fee per Claim Line for each Electronic and Manual Claim Line Settled, regardless of benefit type. The firm all-inclusive fee per claim line includes all costs related to the provision of contractual requirements set out in the following Articles of the [SOW](#):

- a) 3.3.4.3 Managing Predeterminations, Post-determinations, Automated Post-determinations;
- b) 3.3.5.6 Managing Prior Approvals, Post Approvals;
- c) 3.3.6.11 Managing Requests for Approval;
- d) 3.3.6.12 Recommendations;
- e) 3.3.6.13 Prior Approval Specifics;
- f) 3.3.6.14 Special Authorization Specifics;
- g) 3.3.6.15 Transfer a Prior Approval
- h) 3.3.6.16 Manage Automated Post-approvals
- i) 3.3.7.14 Managing Requests for PAs, SAs, Appeals
- j) 3.3.7.15 Prior Approval Specifics
- k) 3.3.7.16 Special Authorization Request Specifics
- l) 3.3.8.8 Managing Prior Approvals, Post Approvals, Automated Post-Approvals
- m) 3.3.8.10 Manage Post Approvals
- n) 3.3.8.11 Manage Automated Post-approvals
- o) 3.3.9.6 Requesting and Receiving Missing Items or Additional Information
- p) 3.3.9.7 Capturing and Retaining Documents

- q) 3.3.9.9 Preparing, Amending, and Retaining Standard Letters
- r) 3.3.9.10 Producing and Distributing Confirmation Letters
- s) 3.3.9.12 Client Reimbursements
- t) 3.3.10 Claims Processing Services; and
- u) 3.3.11 Claims Settlement.

For greater clarity, there will be one Claim Line Transaction price for each Claim Line Settled (please see Settled Claim in Glossary of [Annex A SOW](#)), regardless of whether the Claim is processed, reversed or returned, or whether additional services (including, but not limited to PA, PD, SA, Request of Missing Items or Additional Information, etc.) are performed related to that Claim. The fee per claim line settled includes any additional services (e.g. PA, PD, SA) performed.

The volume of claim lines processed will not include returned claim lines for claims returned due to Contractor (or subcontractor) error.

3.2.2 Electronic Claim Line Transaction Processing Fees

The Contractor will be paid the following all inclusive electronic claim line transaction processing fee:

Note to Bidder: Bidders may propose up to 3 volume band ranges.

Electronic Claim Line volume ranges	Year 1	Year 2	Year 3
Up to X claim lines			
Y – Z claim lines			
Greater than Z claim lines			

3.2.3 Manual Claim Line Transaction Processing Fees

The Contractor will be paid the following all-inclusive manual claim line transaction processing fee:

Note to Bidder: Bidders may propose up to 3 volume band ranges.

Manual Claim Line volume ranges	Year 1	Year 2	Year 3
Up to X claim lines			
Y – Z claim lines			
Greater than Z claim lines			

3.2.4 Methodology for the Annual Application of Claim Line Transaction Fees and Volumes

In each year of the Operations Phase including the Phase-Out Period up until the Final Claim Day of the final year of the Operations Phase, the Contractor must bill and will be paid the claim line processing fees applicable to the lowest annual volume claim line range until that volume of claim lines is exceeded. The fees in the next highest range will then apply to claim lines processed within that respective annual claim line volume range until that claim line volume range is exceeded. This methodology will continue to each progressively higher annual claim line volume range. At the beginning of each subsequent year of the Contract, the volume of claim lines will restart at zero and the Contractor will be paid for that year, as described above, using the fees indicated for the applicable claim line volume range and year.

Notwithstanding the claim line ranges identified in Articles 3.2.2 and 3.2.3, in the event that the annual volume of claim lines processed exceeds 75 million Electronic Claim Lines or 4.5 million Manual Claim Lines, the Contractor agrees to negotiate in good faith with Canada to establish fair and reasonable fees for such higher annual volume ranges.

3.3. Management Operations Fee

The Contractor will be paid a firm, all-inclusive, annual price, for each year of the Operations Phase, as follows, for the management and administration of the project including travel & living expenses but excluding travel & living expenses incurred for Work performed under a TA. The Management Operations Fee includes all costs related to the provision of contractual requirement not otherwise specified in the Basis of Payment, including, but not limited to the following Articles of the SOW:

- a) 3.1 Business Management;
- b) 3.2 Quality Assurance;
- c) 3.3.4 Dental Benefit Requirements;
- d) 3.3.5 Mental Health Counselling Benefit Requirements;
- e) 3.3.6 MSE Benefit Requirements;
- f) 3.3.7 Pharmacy Benefit Requirements;
- g) 3.3.8 Vision Care Benefit Requirements;
- h) 3.3.9 Common Benefit Requirements;
- i) 3.3.12 Financial Operations;
- j) 3.3.14 Reporting Services;
- k) 3.3.15 Records Management;
- l) 3.4. Technical Specifications;
- m) 3.5 Operational Support;
- n) 3.6 HICPS Manuals; and
- o) 3.7 HICPS User Training & Support.

Firm, All-Inclusive, Annual Price for Management Operations			
	Year 1	Year 2	Year 3
Annual Price			
Monthly Billing Amount			

3.4. HICPS Call Centre Services Fee

The Contractor will be paid a firm, all-inclusive, annual price, as follows, for the on-going operations of the dedicated HICPS Call Centre Services (including toll-free access to the Call Centre and outgoing long-distance telephone calls from the Call Centre). The firm, all-inclusive annual price includes all costs related to the provision of contractual requirements set out in the following Article of the [SOW](#):

a) 3.3.2 HICPS Call Centre Services

Firm, All-Inclusive, Annual Price for Claims Processing Call Centre Services			
	Year 1	Year 2	Year 3
Annual Price			
Monthly Billing Amount			

3.5. Provider Enrolment and Provider and Client Communication and Information Services Fees

The Contractor will be paid a firm, all-inclusive, annual price, as follows, for Provider Enrolment as well as Provider and Client Communication and Information Services. The firm, all-inclusive annual price includes all costs related to the provision of contractual requirements set out in the following Articles of the [SOW](#):

a) 3.3.1 Provider Enrolment Services; and

b) 3.3.3 Provider and Client Communication and Information Services.

Firm, All-Inclusive, Annual Price for Provider Registration and Provider and Client Communication and Information Services			
	Year 1	Year 2	Year 3
Annual Price			
Monthly Billing Amount			

3.6. Provider Claim Verification Program Fee (excluding Desk and On-Site Claim Verification)

The Contractor will be paid a firm, all-inclusive, annual price, as follows, for Provider Claim Verification Program. The firm, all-inclusive annual price includes all costs related to the provision of contractual requirements set out in the following Article of the [SOW](#):

- a) 3.3.13 Provider Claim Verification Program (excluding [SOW](#) Articles 3.3.13.9 Implementation and Management of Provider Desk and On-Site Claim Verification Programs, 3.3.13.10 Provider Desk Claim Verifications Program, and 3.3.13.12 On-site Claim Verification Program).

Firm, All-inclusive, Annual Price for Provider Audit Services (excluding on-site Provider Audits)			
	Year 1	Year 2	Year 3
Annual Price			
Monthly Billing Amount			

3.6.1 Desk and On-Site Claim Verification

- 3.6.1.1 In accordance with Article 7.6.4 of the Contract, each TA for Desk Claim Verification will be priced on the basis of Limitation of Expenditure and will contain, for each verification, an estimate for the labour cost.
- 3.6.1.2 In accordance with Article 7.6.10 of the Contract, the Contractor will be paid for each Desk Claim Verification identified in the applicable Task Authorization as indicated in the following milestones:
- Setup of Desk Verification Samples ([SOW](#) 3.3.13.10.2): The Contractor will be paid for actual costs incurred, up to a maximum of 25% of the total estimated cost for each verification, after the completion of the Setup of the Desk Verification;
 - Execution of Desk Verification Samples ([SOW](#) 3.3.13.10.3): The Contractor will be paid for actual costs incurred, up to a maximum of 75% of the total estimated cost for each verification, after the delivery and acceptance by the Project Authority of the summary report for the individual Desk Verification; and
 - Reporting on the Results ([SOW](#) 3.3.13.10.4): The Contractor will be paid 100% of actual costs incurred, up to a maximum of the total full estimated cost for each verification, upon delivery and acceptance by the Project Authority of the reports on the results for the individual Desk Verification.
- 3.6.1.3 In accordance with Article 7.6.4 of the Contract, each TA for On-site Claim Verification will be priced on the basis of Limitation of Expenditure and will contain, for each verification, an estimate for the labour cost, plus an estimated cost for travel and living expenses in accordance with Article 3.8.3 of [Annex B Basis of Payment](#).

3.6.1.4 In accordance with Article 7.6.10 of the Contract, the Contractor will be paid for each On-site Claim Verification identified in the applicable Task Authorization as indicated in the following milestones:

- Setup of On-site Verification samples ([SOW](#) 3.3.13.12.2) and Execution of On-site Verifications ([SOW](#) 3.3.13.12.3): The Contractor will be paid for actual costs incurred, up to a maximum of 55% of the total estimated cost for each verification, after the completion of the Execution of the On-Site Verification;
- Managing the Initial Report Package ([SOW](#) 3.3.13.12.4): The Contractor will be paid for actual costs incurred, up to a maximum of 70% of the total estimated cost for each verification, after the Initial Report for the individual verification is delivered to the Provider;
- Managing the Final Report Package ([SOW](#) 3.3.13.12.5): The Contractor will be paid for actual costs incurred, up to a maximum of 85% of the total estimated cost for each verification, upon completion and acceptance by the Project Authority of the Final Report for the individual verification; and
- Managing the Amended Final Report Package ([SOW](#) 3.3.13.12.6) and Completing the Verification ([SOW](#) 3.3.13.12.7): The Contractor will be paid 100% of actual costs incurred, up to a maximum of the full estimated cost for each verification, upon completion and acceptance by the Project Authority of the Amended Final Report and Completing the Verification for the individual verification.

3.6.1.5 The total cost of all audits identified in the TA must not exceed the approved Limitation of Expenditure for the TA unless authorized as an amendment to the TA in accordance with the procedures detailed in Article 7.6.4 of the Contract.

3.7. Phase-Out Period Fee

3.7.1 In addition to the payments indicated herein for the Operations Phase, in accordance with the Phase-Out Task Authorization and in accordance with Article 7.6.6 of the Contract, the Contractor will be paid the Phase-Out Period Fee, a **firm, all-inclusive, lot price of \$ _____** for the completion of all Contract requirements during the Phase-Out Period required under [SOW](#) Article 4.2. In addition, in accordance with the Phase-Out Task Authorization and in accordance with Article 7.6.5 of the Contract, the Contractor will be reimbursed for costs reasonably and properly incurred in the performance of any Work in the Phase-Out Task Authorization not detailed in [SOW](#) Article 4.2.

3.7.2 The Phase-Out Period Fee will be firm up to and including Year 5 of the Operations Phase. The Fee for subsequent years, as applicable, will be the Fee for the previous year adjusted from year to year pursuant to Article 4 Economic Price Adjustment herein. The Basis of Payment will be amended through a Contract Amendment to reflect the new Fee.

3.7.3 Once the Phase-Out Period has begun, the applicable Fee will become firm and will no longer be subject to Article 4 Economic Price Adjustment herein.

3.8. Pricing Basis for Task Authorizations

The following pricing basis will be used to calculate the cost of services requirements to be delivered on an "as-and-when-requested" basis. These services will be provided under TAs in accordance with Article 7.1.3 Task Authorizations of the Contract. TAs may be used by Canada during all phases of the Contract, including the Pre-Implementation Phase.

3.8.1 Labour

3.8.1.1 Fixed Per Diem Labour Rates

The following firm, all-inclusive, per diem labour rates, including overhead and profit based on a 7.5 hour day, will be used to calculate the labour costs for any TA. The qualifications for the personnel must be in accordance with Appendix F of the [SOW](#).

Labour Categories	Pre-Implementation Phase and Operations Phase Year 1	Operations Phase Year 2	Operations Phase Year 3
1. Provider Claim Verification Personnel			
1A. Pharmacy Claim Verification Representative			
1B. Dental Claim Verification Representative			
1C. General Claim Verification Representative (for MSE, Vision Care and Mental Health claims verification)			
1D. Pharmacist			
1E. Dentist			
2. IT Personnel			
2A. Business Analyst			
2B. Configuration & Change Control Manager Specialist			
2C. Data Analyst			
2D. Database Administrator			
2E. Programmer			
2F. Programmer Analyst			
2G. Quality Assurance Spec.			
2H. IT Application Tester			
2I. IT Security Specialist			
4. Technical Personnel			
4C. Technical Writer			

3.8.1.2 The firm, all-inclusive, per diem labour rates during the Phase-Out Period will be the rates for the Operations Phase Year at the first day of the Phase-Out Period.

3.8.1.3 Additional Fixed Per Diem Labour Rates

Fixed per diem rates for Labour Categories not identified above and which are required for "as and when requested" Work to be performed in accordance with Article 7.1.3 of the Contract, Task Authorizations, will be negotiated as and when required by the Contracting Authority. Per diem rates must be fair and reasonable and the Contractor must demonstrate they are not in excess of the best price for similar type quality and quantity of work. Canada reserves the right to apply [Contract Cost Principles 1031-2](#) and the PWGSC departmental [Profit Policy](#) in effect at the time. The rates will only apply to the TA for which they were negotiated unless incorporated into the Contract through a formal Contract amendment issued by the Contracting Authority.

3.8.1.4 Definition of a Day/Proration

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

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

3.8.2 Other Direct Costs

Other direct costs, reasonably and properly incurred as part of Work carried out under a TA (for example printing and mailing costs), will be reimbursed at actual cost with no allowance thereon for profit or overhead, provided that the amount has been deemed appropriate and fair and reasonable by Canada and preauthorized, as part of the TA. All costs must be supported by receipts and/or documentation.

3.8.3 Travel & Living Expenses - Cost Reimbursable

- (a) Should a requirement for travel arise as part of a TA, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the National Joint Council Travel Directive <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and the other provisions of the directive referring to "travellers", rather than those referring to "employees". All payments are subject to Government Audit and all travel must have the prior authorization of the Project Authority.
- (b) Travel and living expenses associated with the provision of On-Site Claim Verifications are included in the above stated fixed per diem labour rates if the Verification location is within 50 km of the Claim Verification Representative's primary place of business. Otherwise, travel and related living expenses are extra and will be paid in accordance with Article 3.8.3 (a).
- (c) For authorized and allowable travel in accordance with clauses (a) and (b) above, the Contractor may charge for time spent traveling at 50% of the per diem rates set out in the Contract. Time for travel which is more or less than a day must be prorated to reflect the actual time for travel in accordance with the following formula:

Hours of Travel X 75% of firm all inclusive per diem rate
7.5

- (d) Canada will not accept any travel and living expenses incurred by the Contractor, except where indicated otherwise in the Contract.

4. Economic Price Adjustment (EPA)

4.1. Escalation Index - Operations Phase

- 4.1.1 The provisions of this Article apply to the fees/rates set out in Articles 3.2 to 3.6, and 3.8.1.1 of this [Annex B - Basis of Payment](#).
- 4.1.2 Beginning in Year 4 of the Operations Phase, the fees and rates given for Year 3 will be escalated for the next 12-month period in accordance with the provisions of this clause. The same methodology will apply to all subsequent periods that the Contract is in place, or upon extension of the Contract Period, and the Contract Basis of Payment will be amended to reflect the new fees and rates.
- 4.1.3 The fees and rates for Year 4 and all subsequent years will be calculated based on the previous year's fees and rates in the Basis of Payment adjusted annually, 2 weeks prior to the start of each Contract year (or option year), based on an Escalation factor. The Escalation factor is based on the percentage increase (decrease) in the annual average index of the Consumer Price Index (CPI) for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no. 62-001-XPB, in accordance with the following formula, rounded to the nearest 2 decimals:

$$\text{Escalation} = \left(\left(\frac{A}{B} \right) - 1 \right) \times 100$$

Where:

A = Average of the monthly CPI for Canada, for the 12 months ending 3 months preceding the start date of the new Operations Phase year

B = Average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Operations Phase year

Example: In Year 4 of the Operations Phase commencing December 1, 2023, the Year 3 fees/rates in the Basis of Payment would be increased by 2.40 percent based on the following assumptions:

A = Annual Average Index for the 12 months ending August 2023 (3 months preceding the start date of the new Operations Phase year = 145.3)

B = Annual Average Index for the 12 months ending August 2022, (15 months preceding the start date of the new Operations Phase year = 141.9)

$$\text{Escalation} = \left(\left(\frac{A}{B} \right) - 1 \right) \times 100$$

$$\text{Escalation} = \left(\left(\frac{145.3}{141.9} \right) - 1 \right) \times 100$$

$$\text{Escalation} = 2.40\%$$

- 4.1.4 If the calculated escalation index is less than zero, then an escalation index equal to zero will be used in the calculation of the subsequent year's fees and rates.
- 4.1.5 The subsequent year's fees and rates will be calculated from the previous year's respective fees and rates using the following formula, and then rounded to the nearest 2 decimals, except for fees listed under Section 3.2 of the Basis of Payment, which will be rounded to the nearest 3 decimals:

$$\text{Subsequent Year's Fee or Rate} = \text{Previous Year's Fee or Rate} \times (\text{Escalation} + 1)$$

4.2. Escalation Index - Phase-Out Period

- 4.2.1 The provisions of this Article apply to the fee set out in Article 3.7.1 of this Basis of Payment.
- 4.2.2 Beginning in Year 6 of the Operations Phase, commencing December 1, 20XX, the fee given for Year 5 will be escalated for the next 12-month period in accordance with the provisions of this clause. The same methodology will apply to all subsequent periods that the Contract is in place, or upon extension of the Contract Period, and the Contract Basis of Payment will be amended to reflect the new fee.
- 4.2.3 The fee for Year 6 and all subsequent years will be calculated based on the previous year's prices in the Basis of Payment adjusted annually, 2 weeks prior to the start of each Contract year (or option year), based on the percentage increase (decrease) in the annual average index of the CPI for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no. 62-001-XPB, in accordance with the following formula, rounded to the nearest 2 decimals:

$$\text{Escalation} = \left(\left(\frac{A}{B} \right) - 1 \right) \times 100$$

Where:

A = Average of the monthly CPI for Canada, for the 12 months ending 3 months preceding the start date of the new Operations Phase year

B = Average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Operations Phase year

Example: In Year 6 of the Operations Phase commencing December 1, 2025, the Year 5 rates in the Basis of Payment would be increased by 2.40 percent based on the following assumptions:

A = Annual Average Index for the 12 months ending August 2025 (3 months preceding the start date of the new Operations Phase year = 145.3)

B = Annual Average Index for the 12 months ending August 2024, (15 months preceding the start date of the new Operations Phase year = 141.9)

$$\text{Escalation} = \left(\left(\frac{A}{B} \right) - 1 \right) \times 100$$

$$\text{Escalation} = \left(\left(\frac{145.3}{141.9} \right) - 1 \right) \times 100$$

$$\text{Escalation} = 2.40\%$$

4.2.4 If the calculated escalation index is less than zero, then an escalation index equal to zero will be used in the calculation of the subsequent year's fee.

4.2.5 The subsequent year's fee will be calculated from the previous year's fee using the following formula, and then rounded to the nearest 2 decimals:

Subsequent Year's Fee = Previous Year's Fee X (Escalation + 1)

4.3. Annual Adjustments to Fees and Rates

4.3.1 The Contractor must notify the Contracting Authority in writing of the applicable EPA, no later than 30 calendar days prior to the commencement of the new Operations Year. The Contracting Authority will in turn verify the information and amend the Contract accordingly to reflect the revised fees/rates.

4.3.2 Until such time as the adjustments to the fees and rates are made through a Contract amendment, the fees and rates valid for the last twelve month period will be used. The same process will apply for each 12 month period and any option year exercised. Once the new fees and rates have been incorporated into the Contract, the Contractor may submit a claim for any underpayment (via a [PWGSC-TPGSC 1111](#) claim for payment) that may have occurred as a result of any delays on the part of Canada in actioning the annual adjustment.

4.3.3 Where the notification of the applicable EPA is not received by the Contracting Authority at least 30 calendar days prior to the Final Claim Day of the current year of Operations, any underpayment will be the Contractor's liability and will not be reimbursed by Canada.

4.4. Discontinuation of Escalation Indices

If any of the official Government(s) EPA indices set out in the Contract are discontinued, the parties should immediately thereafter agree to establish replacement indices or formulate adjustments consistent with those set forth in the Contract.

5. Performance Incentive Fee (PIF)

5.1. PIFs are being made available by Canada in Accordance with [Appendix 2 PIF Process of Annex F HICPS Performance Management Framework](#).

5.2. The amount of PIF payable will be determined by the PIF Board, in accordance with the Performance Evaluation Plan (PEP) approved by the PIF Board, and will not be subject to appeal nor to the Dispute Resolution provisions of the Contract. The maximum PIF amount will be paid for achieving the maximum level of beneficial performance. The maximum PIF amount requires exceptional, but not unrealistic, performance.

5.3. Canada will make available a PIF (applicable taxes extra) in the following amounts and these amounts will be subdivided as specified in the Performance Evaluation Plan referred to in [Annex F – HICPS Performance Management Framework](#):

Pre-Implementation Phase:

a) \$854,789.00

Operations Phase:

b) Year 1: \$700,000.00

c) Year 2: \$742,000.00

- d) Year 3: \$786,520.00
- e) Year 4: \$833,711.00
- f) Year 5: \$883,734.00

(Option Years):

- g) Year 6: \$936,758.00
- h) Year 7: \$992,963.00
- i) Year 8: \$1,052,541.00
- j) Year 9: \$1,115,694.00
- k) Year 10: \$1,182,635.00
- l) Year 11: \$1,253,593.00

Phase-Out Period:

- m) \$350,000.00

6. Applicable Taxes

- 6.1. All prices and amounts of money in the Contract are exclusive of applicable taxes, unless otherwise indicated. The applicable taxes are extra to the price herein and will be paid by Canada.
- 6.2. The estimated applicable taxes are included in the total estimated cost. Applicable taxes, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the Canada Revenue Agency or any provincial or territorial tax authority any amounts of applicable taxes paid or due.

7. Holdbacks

7.1. Pre-Implementation Phase

During the Pre-Implementation Phase of the Contract, up to 20 percent holdback, as determined at Contract Award, will be applied to each milestone claim for payment submitted by the Contractor. The balance owing from the Holdback Account will be released to the Contractor in accordance with Article 7.6.7 Pre-Implementation Phase – Milestone Payments of the Contract.

7.2. Operations Phase

- 7.2.1 The Contractor must perform the Work to meet all of the requirements set out in the SOW during the Operations Phase. During the Operations Phase of the Contract, payment of the various fees indicated in the Basis of Payment is predicated on the completion and acceptance (as applicable) of the requirements specified in the SOW by the Project Authority. Failure of the Contractor to meet any of the requirements of the SOW not already covered under Article 8 Fee Credits of this Annex B - Basis of Payment for the specific payment period may result, at the discretion of Canada, in the application of holdbacks to be applied to any claim for payment.
- 7.2.2 Holdbacks to be applied will not exceed 20 percent of any billed amount for the area of the Basis of Payment for which the deliverable was required. The percentage of the applicable holdback, as determined by Canada, will be based on both the inherent value of the requirement and the degree to which the requirement was not met. The balance owing from the Holdback Account related to this article will be paid to the Contractor following receipt of the deliverable in accordance with Article 7.6.11.2 of the Contract.

- 7.2.3 Notwithstanding Article 7.2.2 above, in accordance with Appendix 1 – Service Delivery Standards of Annex F HICPS Performance Management Framework, if the minimum Performance Management Score of 3305.25 has not been achieved in that month, a 20% holdback will be applied to each of Articles 3.3, 3.4, 3.5, and 3.6, except Article 3.6.1, for each month that the minimum Performance Management Score has not been met, up to 4 consecutive months (i.e. a rolling window of Month 1 – Month 4 or Month 2 – Month 5). The balance owing from the Holdback Account related to this article will be paid to the Contractor once the minimum Performance Management Score has been achieved or exceeded.

8. Fee Credits

- (a) Actual damages, which would be sustained by Canada in the event that the Contractor fails to meet the SOW requirements, would be commercially impracticable or extremely difficult to compute or ascertain. The Parties agree that the credits described below constitute liquidated damages and are their best pre-estimate of the loss to Canada in the event of the applicable failure; no such credit is intended to be, nor is it to be construed as, a penalty.
- (b) Canada will have the right to holdback, drawback, deduct and set off from and against the amounts of any moneys owing at any time by Canada to the Contractor, any credits owing and unpaid under this article. Should Canada elect not to exercise the foregoing right at any given time, this shall not be deemed a waiver of this right nor will it affect the right(s) described above.
- (c) Nothing in this article is to be interpreted as limiting the rights and remedies to which Canada may otherwise be entitled under this Contract, including the right to terminate the Contract for default.
- (d) The Contractor's calculation of credits under this Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor under the terms and conditions of this Contract. The Contractor must cooperate fully with Canada during the conduct of any such audit by providing Canada with access to such records and systems as Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If such an audit demonstrates that past invoices reflect errors in the calculation of the credits, the Contractor must repay to Canada the amount the audit reveals should have been credited to Canada, plus interest, from the date Canada remitted the excess payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the excess payment, plus 1 ¼ percent per annum. If, as a result of conducting such an audit, Canada determines that the Contractor's records or systems for identifying, calculating and recording the credits are inadequate, the Contractor must implement such additional measures as may be required by the Contracting Authority.
- (e) In extraordinary circumstances, the Contractor can make application to waive fee credits. Fee credits may be waived at Canada's sole discretion if it can be demonstrated that the abnormally high activity came as a result of a policy change or other action taken by Canada.

8.1. Pre-Implementation Phase

8.1.1 In accordance with Section 2.0 of [Annex A Statement of Work](#) and the Contractor's approved Pre-Implementation Plan, the Contractor must deliver the Work referenced under columns A and B of the table set out below by the associated Delivery Due Date indicated under column C of the table set out below.

A	B	C
Deliverable Description	SOW Reference	Delivery Due Date
Pre-Implementation Plan	SOW Article 2.1 (inclusive)	Final approval from the Project Authority within 25 business days from Contract Award.
Fully Functional and Secure HICPS services	SOW Article 2.2 (inclusive) and in accordance with SOW Article 3.0 (inclusive)	Multiple delivery dates as defined in SOW section 2.2.
Data Migration	SOW Article 2.3 (inclusive); in accordance with SOW Article 3.3.15	Multiple delivery dates as defined in SOW section 2.3.
Bilingual Training	SOW Article 2.1; SOW Article 2.4 (inclusive); in accordance with SOW Article 3.7	Prior to the Implementation Date based on the Contractor's Pre-Implementation Plan.
Re-enrolment of Providers	SOW Article 2.5 (inclusive); in accordance with SOW Article 3.3.1	Implementation Date
Documentation and Reporting Repository – SSL protected and access controlled internet repository	SOW Article 2.6 (inclusive)	In accordance with the Pre-Implementation Schedule outlined in the Pre-Implementation Plan approved by the Project Authority
Transition Plan	SOW Article 2.7 (inclusive)	240 calendar days prior to the Implementation Date.
Operations Management Strategy	SOW Article 2.8 (inclusive); in accordance with SOW Article 3.1.1.	In accordance with the Pre-Implementation Schedule outlined in the Pre-Implementation Plan approved by the Project Authority
Annual Operations Plan	SOW Article 2.9 (inclusive); in accordance with SOW Article 3.1.2 and the major requirements outlined in SOW Article 3.0	90 calendar days prior to the Implementation Date

8.1.2 If the Contractor fails to deliver any of the Pre-Implementation Phase deliverables referenced under columns A and B of the above table by the Implementation Date indicated under column C of the above table, then the Contractor agrees to pay to Canada the sum of \$143,000 for each calendar day of delay up to a maximum amount of \$4,300,000.

8.1.3 If the APC Transaction Value of Pre-Implementation does not meet the Minimum Pre-Implementation APC Value or if the Direct Benefits of Pre-Implementation do not meet 20% of the Minimum Pre-Implementation APC Value, the Contractor must provide a credit to Canada as calculated in Article 3.4.1 of [Annex E Aboriginal Participation Component Requirements](#).

8.2. Operations Phase

- 8.2.1 During the Operations Phase of the Contract, payment of the various fees indicated in the Basis of Payment related to system and service availability and service standards requirements is predicated on the performance of the requirements in accordance with the [SOW](#). In the event that the Contractor fails to meet the minimum Performance Management Score of 3305.25 or 97.5% of the available points, in accordance with [Appendix 1 – Service Delivery Standards of Annex F HICPS Performance Management Framework](#), for 5 consecutive months (i.e. a rolling window of Month 1 – Month 5), the Contractor must provide Canada a fee credit equal to the amount held back for Month 1 in accordance with Article 7.2.3 above in Month 5 and for each consecutive month thereafter that the minimum Performance Management Score has not been met, and that fee credit for Month 1 and each consecutive month thereafter will be released from the Holdback Account.
- 8.2.2 If the APC Transaction Value does not meet the Minimum APC Value or if the Direct Benefits for the year do not meet 20% of the Minimum APC Value, the Contractor must provide a credit to Canada as calculated in Article 4.4.1 of [Annex E Aboriginal Participation Component Requirements](#).
- 8.2.3 Canada reserves the right to re-examine the provisions for Fee Credits, in order to address Program priorities and determine the need for possible adjustments to the parameters of the application of fee credits.
- 8.2.4 The Contractor must include any fee credit due in the Contractor's specific monthly claim for payment ([PWGSC-TPGSC 1111](#) form) covering the period in which fee credit first becomes due. The Contractor must apply the fee credits against the respective Operations Fees (Articles 3.3 – 3.6, excluding Article 3.6.1).

9. Time Verification

This article applies only to TAs utilizing the labour categories under Article 3.8.1 above.

- 9.1. Time charged and the accuracy of the Contractor's time recording system may be verified by Canada's representatives before or after payment is made to the Contractor under the terms and conditions of the Contract. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.
- 9.2. Canada will have the right to holdback, drawback, deduct and set off from and against the amounts of any moneys owing at any time by Canada to the Contractor, any credits owing and unpaid under this article. Should Canada elect not to exercise the foregoing right at any given time, this will not be deemed a waiver of this right nor will it affect the right(s) described above.
- 9.3. The Contractor must submit time sheets to support time claimed on each invoice.

10. Relocation Costs

- 10.1. Canada will not accept any travel and living expenses incurred by any Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

DEC 19 2016



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

HT426-144642

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

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



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

HT426-144642

Security Classification / Classification de sécurité
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

☒ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

☐ CONFIDENTIAL
CONFIDENTIEL

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ SECRET
SECRET

☐ NATO SECRET
NATO SECRET

☐ TOP SECRET
TRÈS SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☐ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☐ No ☒ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☐ No ☒ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes
Non Oui



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

HT426-144642

Security Classification / Classification de sécurité
UNCLASSIFIED

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ATTACHMENT 3.1 TO PART 3 OF THE BID SOLICITATION

TECHNICAL BID

- a) Technical Bid must address all Mandatory Technical Evaluation Criteria and should address all Rated Technical Evaluation Criteria.
- b) Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- c) 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.
- d) Any documentation used to substantiate a response to the criteria should be included in the Technical Bid and should be referenced in the Bidder's response.
- e) Bidders are requested to include the [Bid Submission Form](#) in [Attachment 3.5](#) with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

1. Evaluation Procedures

- 1.1. The evaluation criteria for this bid solicitation places significant emphasis on the Bidder's ability to meet the technical requirement of the bid solicitation. The Technical and Financial bids will initially be scored separately. The Overall Bid Score will be determined by combining the Bidder's Technical Bid Score and Financial Bid Score, utilizing the weights specified below, to produce an Overall Bid Score out of 100 percent.

Evaluation Phase / Criteria	Weight
Technical Bid	70%
Financial Bid	30%
Overall Bid	100%

2. Weighting of Technical Bid Scores

- 2.1. The Major Categories and the Category Components will be weighted as follows. Bidders must obtain a minimum score of 60% of the Total Overall Technical Bid Score to be responsive.

Major Category	Weighting	Category Components	Component Weighting
Pre-Implementation Plan	200	None	N/A
Operations Plan	250	Operations Plan; excluding Provider Claim Verification Program	225
		Provider Claim Verification Program	25
Practices, Processes and Procedures	200	Business Continuity /Disaster Recovery	40
		Risk Management	40
		Financial Management and Audit Practices	120
Human Resources	200	Delivery Team	100
		Staffing Plan	100
Information Systems	200	Requirements Compliance	40
		Solutions Architecture	40
		Solution Life-Cycle Management (ALM)	40
		Technical Operations	30
		Reporting and Business Intelligence Capabilities	50
Quality Assurance	50	None	N/A
Total Overall Score	1100		
Minimum Score Required (60%)	660		

3. Mandatory Criteria

NO.	MANDATORY CRITERIA	Ref. Page #
	General Requirements	
MT1	The Bidder must provide a Management Plan for the Privacy and Protection of Personal Information with its Technical Bid. This plan must be compliant with the requirements set out in Article 7.14 Collection and Use of Personal Information by the Contractor.	
	Service Delivery	
MT2	The Bidder must demonstrate that they have had previous experience on a continuous basis for a minimum of 3 years over the past 5 years as of bid closing in the administration, management, and delivery of health claims processing and associated services that meet the following minimum requirements: (a) Processing 10,000,000 or more claim lines per year where a year is defined as a continuous 12 month period; (b) Processing of both electronic and paper based claims;	

NO.	MANDATORY CRITERIA	Ref. Page #
	<p>(c) Making benefits payments with a combined value of \$100M or more annually;</p> <p>(d) Providing bilingual English and French claims processing;</p> <p>(e) Providing bilingual English and French call centre services; and</p> <p>(f) Delivering benefit programs for drugs, dental care and a minimum of 1 of the following:</p> <ul style="list-style-type: none"> ○ mental health care; ○ medical supplies and equipment; or ○ vision care. <p>This experience must be demonstrated by providing a signed letter(s) from the organization(s) for which these requirements were provided. The letter(s) must be from an organization which is independent from, and not affiliated with the Bidder (i.e. neither party has undue influence over the other as a result of a non-arm's length relationship) and confirm that all the requirements specified in items (a) – (f) above were provided. Note that multiple letters may be used to satisfy the requirements described above.</p>	
	Contractor Organization	
MT3	<p>The Bidder must propose a full time dedicated Contract Project Manager (CPM) as its representative responsible for the pre-implementation phase for successfully delivering the services required under the Contract. The Bidder must submit the resume of the proposed candidate for this function which must clearly substantiate the following experience:</p> <ul style="list-style-type: none"> • A minimum of 7 years of demonstrated experience within the past 10 years as of bid closing within the field of claims processing for health benefits. The Bidder must specify the day, month, and year when the experience started and ended. Note: For the purposes of this requirement any overlap of experience cannot be double counted, i.e. in any 12-month period, an individual can only count 12 months of experience. • A minimum of 3 years of demonstrated project management experience within the past 5 years as of bid closing in coordination of client requirements leading to the development and implementation of computerized systems providing payment functionality. The Bidder must specify the day, month, and year when the experience started and ended. Note: For the purposes of this requirement, any overlap of experience cannot be double counted, i.e. in any 12-month period, an individual can only count 12 months of experience. 	
	Information Technology	
MT4	<p>The bidder must have demonstrated experience in the modification and customization or configuration of a health</p>	

NO.	MANDATORY CRITERIA	Ref. Page #
	<p>claims processing application to provide additional user functionality from that provided in a Commercial Off the Shelf (COTS) or existing custom developed solution. This work must demonstrate that the bidder has experience in incorporating complex business rules and a minimum of two of the following functionalities:</p> <ul style="list-style-type: none"> • automated work flows; • prior approval management; • electronic document management; or • customized reporting. <p>To demonstrate its experience, the Bidder must provide a description of the scope of the modification and customization or configuration work, the additional functionality provided and technical details of how the work was successfully implemented.</p>	

4. Rated Criteria

4.1. Note to Bidders: The following provides definitions on the meaning of terms that are used in the rating guide.

Comprehensive	Canada deems that the proposed response provides sufficient detail to fully assess the Bidder's capability and that the response includes all or nearly all elements necessary to ensure success if utilized under a resulting contract.
Innovative	Canada deems that the proposed response introduces ideas, concepts or methodologies will have a high probability of enabling efficiencies or improvements in service delivery that would otherwise not be achievable.
Feasible	Canada deems that the proposed response is well founded, reasonable, and suitable to being used with a high probability of being successfully utilized or implemented under a resulting contract.
Effective	Canada deems that the proposed response has a high probability of being successful or in producing a desired or intended result if utilized under a resulting contract.

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
RT1.0	<p>Pre-Implementation Plan The Bidder should provide a detailed Pre-Implementation Plan covering the Pre-Implementation Phase from the date of Contract Award to the Implementation Date to perform all activities defined in Article 2.0 of the SOW. As a minimum, this</p>	200 as detailed in RT1.1, RT1.2 and RT1.3 below	The plan will be assessed using criteria RT1.1, RT1.2 and RT1.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<p>plan should include:</p> <ul style="list-style-type: none"> • A detailed list of all tasks to be completed; • An explanation or rationale for including the tasks, • A Responsibility assignment matrix describing the participation required from the Contractor and the Project Authority in completing the tasks and deliverables for the pre-implementation, • Any dependencies where Canada's involvement is required, and • A schedule that illustrates the critical path and associated milestones. 		
RT1.1	The degree of feasibility of the proposed approach described in the Bidder's pre-implementation plan to successfully complete all requirements specified in Article 2.0 of the SOW within the required timeframe.	70	<p>Points to be awarded on the following basis:</p> <p>0 points Not described or not feasible</p> <p>28 points Feasibility is deemed low and therefore not likely to deliver a successful solution</p> <p>42 points Moderately feasible</p> <p>56 points Highly feasible</p> <p>70 points Highly feasible that incorporates an innovative approach</p>
RT1.2	The effectiveness of the tasks and activities listed in the Bidder's pre-implementation plan relative to the requirements of Article 2.0 of the SOW.	70	<p>Points to be awarded on the following basis:</p> <p>0 points Not described or not effective</p> <p>28 points Low probability of being successful or in producing a desired or intended result</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			<p>42 points Moderate probability of being successful or in producing a desired or intended result.</p> <p>56 points High probability of being successful or in producing a desired or intended result</p> <p>70 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach.</p>
RT1.3	The extent to which the Bidder's pre-implementation plan demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements specified in Article 2.0 of the SOW.	60	<p>Points to be awarded on the following basis:</p> <p>0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>24 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>36 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>48 points The response demonstrates a very good level of knowledge, understanding or capability of implementing</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			<p>the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>60 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified.</p>
RT2.0	Operations Plan and Provider Claim Verification Program	250 as detailed in RT2.1, and RT2.2 below	This will be assessed using RT2.1, and RT2.2
RT2.1	Operations Plan The Bidder should provide a detailed Operations Plan covering the Operations Phase of the contract as specified in Article 3.0 of the SOW (excluding 3.3.13, which will be evaluated separately). A complete response should include: <ul style="list-style-type: none"> • A detailed explanation of the bidder's approach for article 3.0 of the SOW (excluding 3.3.13) • A schedule that illustrates the critical path and associated milestones; • Responsibility assignments, • The approach for meeting service delivery standards • Any dependencies where Canada's involvement is required, and • How the Bidder's 	225 as detailed in RT2.1.1, RT2.1.2 and RT2.1.3 below	The plan will be assessed using criteria RT2.1.1, RT2.1.2 and RT2.1.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	Quality Assurance (QA) processes and Information Technology (IT) solutions will be applied		
RT2.1.1	The feasibility of the proposed approach described in the Bidder's Operations Plan to successfully complete all requirements in article 3.0 of the SOW (excluding article 3.3.13) within the required timeframe.	100	Points to be awarded on the following basis: 0 points Not described or not feasible 40 points Feasibility is deemed low and therefore not likely to deliver a successful solution 60 points Moderately feasible 80 points Highly feasible 100 points Highly feasible that incorporates an innovative approach
RT2.1.2	The effectiveness of the tasks and activities listed in the plan relative to the requirements of article 3.0 the SOW (excluding article 3.3.13).	100	Points to be awarded on the following basis: 0 points Is not described or not effective 40 points Low probability of being successful or in producing a desired or intended result 60 points Moderate probability of being successful or in producing a desired or intended result if 80 points High probability of being successful or in producing a desired or intended result 100 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach
RT2.1.3	The extent to which the plan demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as specified in article 3.0 of the SOW (excluding article 3.3.13).	25	Points to be awarded on the following basis: 0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement.

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			<p>Major deficiencies in this regard were identified.</p> <p>10 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>15 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>20 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>25 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified</p>
RT2.2	<p>Provider Claim Verification Program (PCVP)</p> <p>The Bidder should provide a detailed Plan for implementing the PCVP covering the Operations Phase of the Contract as specified in article 3.3.13 of the SOW. A complete response should include:</p> <ul style="list-style-type: none"> • A detailed explanation of the bidder's approach for meeting each sub-requirement. • Responsibility assignments, • The approach for meeting service delivery standards 	25 as detailed in criteria RT2.2.1, RT2.2.2 and RT2.2.3 below	The plan will be assessed using criteria RT2.2.1, RT2.2.2 and RT2.2.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<ul style="list-style-type: none"> Any dependencies where Canada's involvement is required, and How the Bidder's Quality Assurance (QA) processes and Information Technology (IT) solutions will be applied 		
RT2.2.1	The feasibility of the proposed approach to successfully complete requirements specified in SOW Article 3.3.13 within the required timeframe.	10	Points to be awarded on the following basis: 0 points Not described or not feasible 4 points Feasibility is deemed low and therefore not likely to deliver a successful solution 6 points Moderately feasible 8 points Highly feasible 10 points Highly feasible that incorporates an innovative approach
RT2.2.2	The effectiveness of the tasks and activities listed in the plan relative to the requirements of Article 3.3.13 of the SOW.	10	Points to be awarded on the following basis: 0 points Is not described or not effective 4 points Low probability of being successful or in producing a desired or intended result 6 points Moderate probability of being successful or in producing a desired or intended result if 8 points High probability of being successful or in producing a desired or intended result 10 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach
RT2.2.3	The extent to which the plan demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as specified in Article	5	Points to be awarded on the following basis: 0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	3.3.13 of the SOW.		<p>determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>2 points The response demonstrates a limited knowledge, understanding or capability of implementing HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>3 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>4 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>5 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified</p>
RT3.0	Practices, Processes and Procedures	200 as detailed in RT3.1, RT 3.2 and RT3.3 below	This will be assessed using criteria RT3.1, RT 3.2 and RT3.3
RT3.1	Business Continuity and Disaster Recovery The bidder should describe its approach to Business Continuity and Disaster Recovery in order to avoid or minimize any downtime due to unforeseen events as specified in Article 3.1.4 of the SOW. A comprehensive response	40 as detailed in RT3.1.1, RT 3.1.2 and RT3.1.3 below	This will be assessed using criteria RT3.1.1, RT 3.1.2 and RT3.1.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	should address the restoration of services including the approach for electronic and paper based records.		
RT3.1.1	The feasibility of the proposed approach to successfully complete all requirements specified in Article 3.1.4 SOW.	15	Points to be awarded on the following basis: 0 points Not described or not feasible 6 points Feasibility is deemed low and therefore not likely to deliver a successful solution 9 points Moderately feasible 12 points Highly feasible 15 points Highly feasible that incorporates an innovative approach
RT3.1.2	The effectiveness of the proposed approach relative to the requirements of Article 3.1.4 of the SOW.	15	Points to be awarded on the following basis: 0 points Not described or not effective 6 points Low probability of being successful or in producing a desired or intended result 9 points Moderate probability of being successful or in producing a desired or intended result. 12 points High probability of being successful or in producing a desired or intended result 15 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach.
RT3.1.3	The extent to which the proposed approach demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements specified in Article 3.1.4 of the SOW.	10	Points to be awarded on the following basis: 0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			<p>deficiencies in this regard were identified.</p> <p>4 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>6 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>8 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>10 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified.</p>
RT3.2	<p>Risk Management</p> <p>The bidder should provide a risk management plan for each contract phase to successfully complete all requirements specified in Articles 2.0, 3.0, and 4.0 of the SOW.</p> <p>A comprehensive response should incorporate a methodology for the:</p> <ul style="list-style-type: none"> • Identification of all major risks 	40 as detailed in RT3.2.1, RT 3.2.2 and RT3.2.3 below	This will be assessed using criteria RT3.2.1, RT 3.2.2 and RT3.2.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<ul style="list-style-type: none"> An analysis of the risk by probability and impact Identification of appropriate mitigation or avoidance strategies On-going risk management procedures and practices 		
RT3.2.1	The feasibility of the proposed approach to successfully complete all required tasks specified in the SOW.	15	Points to be awarded on the following basis: 0 points Not described or not feasible 6 points Feasibility is deemed low and therefore not likely to deliver a successful solution 9 points Moderately feasible 12 points Highly feasible 15 points Highly feasible that incorporates an innovative approach
RT3.2.2	The effectiveness of the proposed approach relative to the requirements of the SOW.	15	Points to be awarded on the following basis: 0 points Not described or not effective 6 points Low probability of being successful or in producing a desired or intended result 9 points Moderate probability of being successful or in producing a desired or intended result. 12 points High probability of being successful or in producing a desired or intended result 15 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach.
RT3.2.3	The extent to which the proposed approach demonstrates the bidder's	10	Points to be awarded on the following basis: 0 points The response demonstrates very little or

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	knowledge, understanding and capability to successfully complete all requirements specified in the SOW.		<p>no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>4 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>6 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>8 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>10 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified.</p>
RT3.3	Financial Management and Audit Practices The bidder should describe its practices, processes	120 as detailed in	This response will be assessed using criteria RT3.3.1, RT3.3.2 and RT 3.3.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<p>and procedures relating to financial management as specified in Article 3.3.12 of the SOW including:</p> <ul style="list-style-type: none"> • cash flow planning and financial data integrity; • accuracy and probity of financial data; • reconciliation procedures, • detection and correction of errors; and • audit and verification activities. 	RT3.3.1, RT3.3.2 and RT 3.3.3 below	
RT3.3.1	The feasibility of the proposed approach to successfully complete all required tasks specified in Article 3.3.12 of the SOW within the required timeframe.	50	<p>Points to be awarded on the following basis:</p> <p>0 points Not described or not feasible</p> <p>20 points Feasibility is deemed low and therefore not likely to deliver a successful solution</p> <p>30 points Moderately feasible</p> <p>40 points Highly feasible</p> <p>50 points Highly feasible that incorporates an innovative approach</p>
RT3.3.2	The effectiveness of the bidder's proposed approach relative to the requirements of Article 3.3.12 of the SOW.	50	<p>Points to be awarded on the following basis:</p> <p>0 points Is not described or not effective</p> <p>20 points Low probability of being successful or in producing a desired or intended result</p> <p>30 points Moderate probability of being successful or in producing a desired or intended result if</p> <p>40 points High probability of being successful or in producing a desired or intended result</p> <p>50 points High probability of being successful or in producing a desired or intended</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			result and incorporates an innovative approach
RT3.3.3	The extent to which the proposed approach demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements specified in Article 3.3.12 of the SOW.	20	<p>Points to be awarded on the following basis:</p> <p>0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>8 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>12 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>16 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>20 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements.</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			No deficiencies were identified.
RT4.0	Human Resources This will be assessed using criteria RT4.1 and RT4.2	200 as detailed in RT4.1 and RT4.2 below	This will be assessed using criteria RT4.1 and RT 4.2
RT4.1	Delivery Team The Bidder should demonstrate the effectiveness of their proposed Delivery Team Key Personnel Structures to successfully provide all services described in the SOW by: <ul style="list-style-type: none"> Describing their Organizational Structure and include an organization chart that illustrates their structure, roles and responsibilities and explain how the structure would ensure attention and commitment to the Contract; Identifying the key positions that will provide executive direction, financial operations or corporate support for service delivery and substantiate that sufficient depth and experience exists in order to provide support to a program of this scope and complexity; Identifying the proposed function 	100 as detailed in RT4.1.1, RT4.1.2, and RT 4.1.3. below	This response will be assessed using criteria RT4.1.1, RT4.1.2, and RT 4.1.3.

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<p>and name of all the Delivery Team Key Personnel proposed and the number of resources that shall be assigned and reporting to each position;</p> <ul style="list-style-type: none"> • Providing position profiles for all Key Personnel including the role and responsibilities, competencies and related education and experience for each position identified and primary place of business; • Indicating the commitment level for Key Personnel (e.g. assigned full-time or part-time to delivering the HICPS requirements) and the primary place of business of the position; • Describing the process for handling any changes of personnel or planned changes to staffing levels due to activity level in each contract phase. 		
RT4.1.1	The feasibility of the proposed Delivery Team	40	Points to be awarded on the following basis: 0 points Not described or not

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	delivering HICPS services as described in the SOW during the 3 phases of the contract.		<p>feasible</p> <p>16 points Feasibility is deemed low and therefore not likely to deliver a successful solution</p> <p>24 points Moderately feasible</p> <p>32 points Highly feasible</p> <p>40 points Highly feasible that incorporates an innovative approach</p>
RT4.1.2	The effectiveness of the proposed Delivery Team response in delivering HICPS services as described in the SOW during the 3 phases of the contract.	40	<p>Points to be awarded on the following basis:</p> <p>0 points Is not described or not effective</p> <p>16 points Low probability of being successful or in producing a desired or intended result</p> <p>24 points Moderate probability of being successful or in producing a desired or intended result if</p> <p>32 points High probability of being successful or in producing a desired or intended result</p> <p>40 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach</p>
RT4.1.3	The extent to which the proposed Delivery Team response demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as described in the SOW during the three phases of the contract.	20	<p>Points to be awarded on the following basis:</p> <p>0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>8 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			<p>12 points were identified. The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>16 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>20 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified.</p>
RT4.2	Staffing Plan The Bidder's bid should include a staffing plan that describes their approach and methodology that shall be utilized to recruit, staff, train and retain all necessary personnel required to meet all SOW requirements for each of the Phases including both steady state and additional work requirements resulting from the Task Authorization process.	100 as detailed in RT4.2.1, RT4.2.2, and RT 4.2.3. below	This response will be assessed using criteria RT4.2.1, RT4.2.2, and RT 4.2.3.
RT4.2.1	The feasibility of the proposed staffing plan to meet all HICPS requirements as described	40	Points to be awarded on the following basis: 0 points Not described or not feasible 16 points Feasibility is deemed low

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	in the SOW.		<p>and therefore not likely to deliver a successful solution</p> <p>24 points Moderately feasible</p> <p>32 points Highly feasible</p> <p>40 points Highly feasible that incorporates an innovative approach</p>
RT4.2.2	The effectiveness of the proposed staffing plan to meet all HICPS requirements as described in the SOW.	40	<p>Points to be awarded on the following basis:</p> <p>0 points Is not described or not effective</p> <p>16 points Low probability of being successful or in producing a desired or intended result</p> <p>24 points Moderate probability of being successful or in producing a desired or intended result if</p> <p>32 points High probability of being successful or in producing a desired or intended result</p> <p>40 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach</p>
RT4.2.3	The extent to which the proposed Staffing Plan response demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as described in the SOW.	20	<p>Points to be awarded on the following basis:</p> <p>0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>8 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>12 points The response</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			<p>demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>16 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>20 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified.</p>
RT5.0	Information Systems	200 as detailed in RT5.1, RT 5.2, RT5.3, RT5.4, and RT5.5 below	This will be assessed using criteria RT5.1, RT 5.2, RT5.3, RT5.4, and RT5.5
RT5.1	Requirements Compliance The Bidder's bid should describe their proposed approach in detail on how it will meet the requirements compliance when implementing an information system to	40 as detailed in RT5.1.1, RT5.1.2. and RT5.1.3 below	The approach will be assessed against criteria RT5.1.1, RT5.1.2. and RT5.1.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<p>facilitate the delivery of services as described in Article 3.0 of the SOW. A complete response should include:</p> <ul style="list-style-type: none"> • All functionalities and reporting capabilities of the proposed solution; • Physical infrastructure and facilities; • System performance specifications; • Data conversion and migration; • Security. 		
RT5.1.1	The feasibility of the proposed approach to meet all HICPS requirements as described in Article 3.0 of the SOW.	15	<p>Points to be awarded on the following basis:</p> <p>0 points Not described or not feasible</p> <p>6 points Feasibility is deemed low and therefore not likely to deliver a successful solution</p> <p>9 points Moderately feasible</p> <p>12 points Highly feasible</p> <p>15 points Highly feasible that incorporates an innovative approach</p>
RT5.1.2	The effectiveness of the proposed approach to meet all HICPS requirements as described in Article 3.0 of the SOW.	15	<p>Points to be awarded on the following basis:</p> <p>0 points Not described or not effective</p> <p>6 points Low probability of being successful or in producing a desired or intended result</p> <p>9 points Moderate probability of being successful or in producing a desired or intended result.</p> <p>12 points High probability of being successful or in producing a desired or intended result</p> <p>15 points High probability of being successful or in producing a desired or</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			intended result and incorporates an innovative approach.
RT5.1.3	The extent to which the proposed approach response demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as described in Article 3.0 of the SOW.	10	<p>Points to be awarded on the following basis:</p> <p>0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>4 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>6 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>8 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>10 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements.</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			No deficiencies were identified.
RT 5.2	<p>Solution Architecture The Bidder's bid should describe in detail the solution architecture of the proposed information system to facilitate the delivery of services as described in Article 3.0 of the SOW. A complete response should include:</p> <ul style="list-style-type: none"> Detailed Solution Architecture including the business view, information view, application/component view, technology view and deployment view; The maintainability of the solution. This quality attribute relates the level of effort required to identify a problem and correct it; The extensibility of the solution. This quality attribute relates the ability to extend a system and the level of effort required to implement the extension. The following areas will be considered: workflows, data elements, user interfaces, business rules, data validation and parametrization; 	40 as detailed in RT5.2.1, RT5.2.2. and RT5.2.3 below	The approach will be assessed against criteria RT5.2.1, RT5.2.2. and RT5.2.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<ul style="list-style-type: none"> The solution's level of fault tolerance; The solution's level of scalability. 		
RT5.2.1	The feasibility of the proposed approach to meet all HICPS requirements as described in Article 3.0 of the SOW.	15	<p>Points to be awarded on the following basis:</p> <p>0 points Not described or not feasible</p> <p>6 points Feasibility is deemed low and therefore not likely to deliver a successful solution</p> <p>9 points Moderately feasible</p> <p>12 points Highly feasible</p> <p>15 points Highly feasible that incorporates an innovative approach</p>
RT5.2.2	The effectiveness of the proposed approach to meet all HICPS requirements as described in Article 3.0 of the SOW.	15	<p>Points to be awarded on the following basis</p> <p>0 points Not described or not effective</p> <p>6 points Low probability of being successful or in producing a desired or intended result</p> <p>9 points Moderate probability of being successful or in producing a desired or intended result.</p> <p>12 points High probability of being successful or in producing a desired or intended result</p> <p>15 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach.</p>
RT5.2.3	The extent to which the proposed approach response demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as described in Article 3.0 of the SOW.	10	<p>Points to be awarded on the following basis:</p> <p>0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			<p>4 points deficiencies in this regard were identified. The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>6 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>8 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>10 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified.</p>
RT 5.3	<p>Solution Life-Cycle Management The Bidder's bid should describe in detail the management of the solution life-cycle of the proposed information system to facilitate the delivery of services as described in Article 3.0 of the SOW. A complete response should include:</p>	40 as detailed in RT5.3.1, RT5.3.2. and RT5.3.3 below	The approach will be assessed against criteria RT5.3.1, RT5.3.2. and RT5.3.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<ul style="list-style-type: none"> Methodology and tools used; Implementation plan and Software Development Life Cycle (SDLC); Requirement management; Testing and Quality Assurance; Release management; Defect management. 		
RT5.3.1	The feasibility of the proposed approach to meet all HICPS requirements as described in the SOW.	15	<p>Points to be awarded on the following basis:</p> <p>0 points Not described or not feasible</p> <p>6 points Feasibility is deemed low and therefore not likely to deliver a successful solution</p> <p>9 points Moderately feasible</p> <p>12 points Highly feasible</p> <p>15 points Highly feasible that incorporates an innovative approach</p>
RT5.3.2	The effectiveness of the proposed approach to meet all HICPS requirements as described in the SOW.	15	<p>Points to be awarded on the following basis</p> <p>0 points Not described or not effective</p> <p>6 points Low probability of being successful or in producing a desired or intended result</p> <p>9 points Moderate probability of being successful or in producing a desired or intended result.</p> <p>12 points High probability of being successful or in producing a desired or intended result</p> <p>15 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach.</p>
RT5.3.3	The extent to which the proposed approach	10	<p>Points to be awarded on the following basis:</p> <p>0 points The response</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	response demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as described in the SOW.		<p>demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>4 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>6 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>8 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>10 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified.</p>
RT 5.4	Technical Operations The Bidder's bid should describe in detail the	30 as detailed	The approach will be assessed against criteria RT5.4.1, RT5.4.2. and RT5.4.3

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	<p>technical operations of the proposed information system to facilitate the delivery of services as described in Article 3.0 of the SOW.</p> <p>A complete response should include:</p> <ul style="list-style-type: none"> • System operations and maintenance; • Solution health monitoring including escalation processes. 	in RT5.4.1, RT5.4.2. and RT5.4.3 below	
RT5.4.1	The feasibility of the proposed approach to meet all HICPS requirements as described in the SOW.	10	<p>Points to be awarded on the following basis:</p> <p>0 points Not described or not feasible</p> <p>4 points Feasibility is deemed low and therefore not likely to deliver a successful solution</p> <p>6 points Moderately feasible</p> <p>8 points Highly feasible</p> <p>10 points Highly feasible that incorporates an innovative approach</p>
RT5.4.2	The effectiveness of the proposed approach to meet all HICPS requirements as described in the SOW.	10	<p>Points to be awarded on the following basis</p> <p>0 points Not described or not effective</p> <p>4 points Low probability of being successful or in producing a desired or intended result</p> <p>6 points Moderate probability of being successful or in producing a desired or intended result.</p> <p>8 points High probability of being successful or in producing a desired or intended result</p> <p>10 points High probability of being successful or in producing a desired or intended result and incorporates an innovative approach.</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
RT5.4.3	The extent to which the proposed approach response demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as described in the SOW.	10	<p>Points to be awarded on the following basis:</p> <p>0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>4 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>6 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>8 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>10 points The response demonstrates an excellent level of knowledge, understanding or capability of implementing the HICPS requirements. No deficiencies were identified.</p>
RT5.5	Reporting and Business	50	This response will be assessed using criteria RT5.5.1,

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
	Intelligence Capabilities The bidder's approach to implementing reporting solutions in order to meet all reporting and business intelligence requirements specified in Article 3.3.14 of the SOW. A comprehensive response should include: <ul style="list-style-type: none"> The bidders proposed approach to how these requirements will be met; An assessment of the complexity of the work; and Identification of risk factors and mitigation strategies 	as detailed in RT5.5.1, RT5.5.2 and RT 5.5.3. below	RT5.5.2 and RT 5.5.3.
RT5.5.1	The feasibility of the proposed approach to meet all HICPS requirements as described in Article 3.3.14 of the SOW.	20	Points to be awarded on the following basis: 0 points Not described or not feasible 8 points Feasibility is deemed low and therefore not likely to deliver a successful solution 12 points Moderately feasible 16 points Highly feasible 20 points Highly feasible that incorporates an innovative approach
RT5.5.2	The effectiveness of the proposed approach to meet all HICPS requirements as described in Article 3.3.14 of the SOW.	20	Points to be awarded on the following basis: 0 points Is not described or not effective 8 points Low probability of being successful or in producing a desired or intended result 12 points Moderate probability of being successful or in producing a desired or intended result if 16 points High probability of being successful or in producing a desired or intended result 20 points High probability of being

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			successful or in producing a desired or intended result and incorporates an innovative approach
RT5.5.3	The extent to which the proposed approach response demonstrates the bidder's knowledge, understanding and capability to successfully complete all requirements as described in Article 3.3.14 of the SOW.	10	<p>Points to be awarded on the following basis:</p> <p>0 points The response demonstrates very little or no knowledge, understanding or capability of implementing the HICPS requirements. Insufficient information was provided to determine if the Bidder's response meets or supports the requirement. Major deficiencies in this regard were identified.</p> <p>4 points The response demonstrates a limited knowledge, understanding or capability of implementing the HICPS requirements. Several major deficiencies in this regard were identified.</p> <p>6 points The response demonstrates a good level of knowledge, understanding or capability of implementing the HICPS requirements. A number of minor deficiencies or one major deficiency in this regard were identified.</p> <p>8 points The response demonstrates a very good level of knowledge, understanding or capability of implementing the HICPS requirements. A limited number of minor deficiencies in this regard were identified and there were no major omissions.</p> <p>10 points The response demonstrates an excellent level of knowledge,</p>

No	POINT-RATED CRITERIA	MAX POINTS	RATING GUIDE
			understanding or capability of implementing the HICPS requirements. No deficiencies were identified.
RT6.0	<p>Quality Assurance (QA) The bidder should provide details on its quality assurance processes and related quality management systems including descriptions of all policies, processes, controls and procedures required to complete the requirements of the SOW. A comprehensive response should include:</p> <ul style="list-style-type: none"> • The set of procedures that cover all key processes; • Identification of organization roles and responsibilities for QA; • The related monitoring processes and controls to ensure they are effective; • QA record keeping practices; • Verification processes to ensure consistent service delivery; and • Processes that ensure continual improvements and lessons learned. 	50	<p>Points to be awarded on the following basis</p> <p>0 points No quality assurance processes and procedures are evident</p> <p>20 points Bidder has a quality assurance process and quality management system but there are major inconsistencies between the various aspects of its quality assurance and quality management systems.</p> <p>30 points Bidder has an effective quality assurance process and quality management system but there are minor inconsistencies between the various aspects of its quality assurance and quality management systems.</p> <p>40 points Bidder has a highly effective quality assurance process and quality management system</p> <p>50 points Bidder has a highly effective quality assurance process and quality management system supported by a third party (such as ISO or ISO equivalent) certification</p>

ATTACHMENT 3.2 TO PART 3 OF THE BID SOLICITATION

Financial Bid

1. Financial Bid

- 1.1. Bidders must submit the Financial Bid in accordance with all the instructions herein and must include the elements listed under Article 3.3 below.
- 1.2. PWGSC will be solely responsible for the conduct of the financial evaluation which will be done independently of the Technical Bid evaluation. Failure to provide any of the information as requested under Article 3 below may prohibit PWGSC from evaluating the reasonableness of the bid price or calculating the bid price for evaluation purposes and may result in the Bid being deemed non-responsive and being given no further consideration.

2. Methodology For Evaluating Financial Bids

- 2.1. Bidders' Financial Bids will be evaluated in accordance with the method stipulated in Section 4 below.
- 2.2. The scenario of work volumes and usage will be used consistently across all Bidders to calculate the bid price for prices proposed in accordance with Section 3 below. The inclusion of work volumes provided in this bid solicitation do not represent a commitment by Canada that Canada's future usage of the services identified in this bid solicitation will be consistent with the work volumes provided herein. Work volumes are provided purely for bid evaluation purposes only.

3. Financial Bid Preparation Instructions

3.1. Format of Financial Bid

- 3.1.1. The Bidder's Financial Bid must address each of the price elements specified in this bid solicitation and must provide prices in accordance with the stated requirements, as detailed in [Annex B Basis of Payment](#).
- 3.1.1.1. In lieu of submitting pricing into [Annex B Basis of Payment](#), Bidders are requested to submit their prices into [Attachment 3.2.1 Pricing Tables](#).
- 3.1.2. Variation in Fixed Per Diem Labour Rates from Year to Year: If the Bidder proposes different rates for resources for different years of the resulting Contract, the difference from one year to the following year must be no more than 10% and rates must not decrease from one year to the subsequent year.
- 3.1.3. Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder that does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- 3.1.4. Bidders must not make any assumptions or restrictions that are associated with their Financial Bid. In order to keep its Bid responsive, the Bidder must clarify all issues or concerns and obtain all required information beforehand, in accordance with the "Enquiries - Bid Solicitation" process referred to in Article of 2.4, PART 2 of this bid solicitation.

3.2. General Instructions

3.2.1. Bidders must submit their Financial Bid in accordance with the following:

3.2.1.1. SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price

3.2.1.2. The Bidder may submit prices in dollars to the nearest 2 decimals, except for prices in Article 3.2 of the Basis of Payment, where Bidders may submit prices to the nearest 3 decimals. Canada reserves the right to round the prices submitted by the Bidder to nearest 2 or 3 decimals, as appropriate, prior to the calculation of the Financial Evaluation.

3.2.1.3. Any and all costs associated with meeting the requirements detailed in this bid solicitation, including any travel and living expenses incurred as a consequence of any relocation required to satisfy the terms of the Contract, are the responsibility of the Bidder.

3.3. Proposed Pricing by Fee Element

3.3.1. Pre-Implementation Phase Fee

3.3.1.1. The Bidder must provide its firm, all-inclusive price for the Pre-Implementation Phase Fee by inserting the price into Article 2 of [Annex B Basis of Payment](#).

3.3.1.2. The Bidder must propose a Milestone Schedule for the Pre-Implementation Phase in accordance with the Method of Payment identified under Article 7.6.7 of PART 7 Resulting Contract Clauses and Article 2.3 of [Annex B Basis of Payment](#):

3.3.1.3. When completing the Milestone Schedule, Bidders must consider the following elements:

3.3.1.3.1. The Pre-Implementation Phase Fee must be broken down into milestone payments and the Bidder must indicate a proposed schedule for the milestone payments with payment frequency no more frequently than once a month. Milestones must be spaced as evenly as possible over the Pre-Implementation Phase and it should be clear what triggers the payment. A milestone payment would be appropriate following the acceptance of a key deliverable. The trigger and associated milestone payment should provide a clear reference to the applicable article and clause of the: (i) SOW where the deliverable is requested; and / or (ii) the Bidder's Bid where the deliverable is described. When establishing the milestone schedule the Bidder must allow a minimum of 10 working days to obtain Project Authority Approval, decisions and/or feedback for each milestone deliverable in accordance with [SOW](#) Article 2.1.1 and supplied test results in accordance with SOW Article 2.2.1, where such approval or authorization is required before Work can proceed.

3.3.1.3.2. Milestone payments will be subject to the completion and delivery of the milestone Work and its acceptance by the Project Authority. Milestones must be coordinated, as appropriate, with the provision of deliverable(s).

3.3.1.3.3. The Bidder must include a description of each proposed milestone, the amount of the milestone payment and the proposed milestone due date expressed as the number of weeks or months after Contract Award. The description should provide sufficient detail to enable the Project Authority to accurately determine whether the milestone has been met as well as a SOW numerical reference. The Bidder must provide a breakdown of the level of effort and other related costs necessary to achieve delivery of each associated milestone.

3.3.1.3.4. The milestone schedule should be presented in the following format:

<u>Milestone Description</u> (including breakdown)	<u>Amount</u>	<u>Delivery Due Date</u>
1.	\$	
2.	\$	
3.	\$	
Etc.		

The breakdown of the level of effort and related costs for each milestone should appear under the Milestone Description.

3.3.1.3.5. The associated payment value of each milestone must be commensurate with the level of effort of achieving that milestone and in no event will the payment value of a milestone be greater so as to constitute a de facto advance payment ("Contract Award" is not deemed an acceptable milestone). Canada reserves the right to re-profile the milestone amounts or holdback a greater amount than 20% where this is evident, without recourse to Canada for financing or other costs.

3.3.2. Claim Line Transaction Processing Fees (Operations Phase and Phase-Out Period)

Note to Bidders: Canada makes no representation as to the actual volumes of claim lines that may be realized under any resulting Contract

3.3.2.1. The Bidder must propose its Claim Line transaction processing fees in accordance with the following requirements:

3.3.2.1.1. Electronic Claim Line Transaction Processing Fees (Operations Phase):

3.3.2.1.1.1. The Bidder must provide its price for each Electronic Claim Line processed for:

- a) Operations Phase Years 1, 2, and 3; for
- b) each volume band ranges (Bidders may propose up to 3 volume band ranges)

by inserting its proposed firm, all-inclusive price into each cell of the pricing table set out under Article 3.2.2 of [Annex B Basis of Payment](#).

3.3.2.1.1.2. For any Operations Phase Year:

- a) the volume band ranges must be contiguous (i.e. for volume bands up to X, Y – Z, and greater than Z claim lines, Y = X + 1); and
- b) the price in the higher band must no more than the price in the previous lower band (i.e. for price \$A for band up to X and price \$B for band Y – Z, \$A ≥ \$B).

3.3.2.1.2. Manual Claim Line Transaction Processing Fees (Operations Phase):

3.3.2.1.2.1. The Bidder must provide its price for each Manual Claim Line processed for:

- a) Operations Phase Years 1, 2, and 3; for
- b) each volume band ranges (Bidders may propose up to 3 volume band ranges)

by inserting its proposed firm all-inclusive price into each cell of the pricing table set out under Article 3.2.3 of [Annex B Basis of Payment](#).

3.3.2.1.2.2. For any Operations Phase Year:

- a) the volume band ranges must be contiguous (i.e. for volume bands up to X, Y – Z, and greater than Z claim lines, Y = X + 1); and
- b) the price in the higher band must no more than the price in the previous lower band (i.e. for price \$A for band up to X and price \$B for band Y – Z, \$A ≥ \$B).

3.3.3. Management Operations Fee (Operations Phase)

3.3.3.1. The Bidder must provide its annual price for Management Operations for:

- a) Operations Phase Years 1, 2, and 3

by inserting its proposed firm all-inclusive price into each cell in the Annual Price row of the pricing table set out under Article 3.3 of [Annex B Basis of Payment](#). Where there is a discrepancy between the Annual Price and the Monthly Billing Amount, the Annual Price will supersede.

3.3.4. HICPS Call Centre Services Fee (Operations Phase)

3.3.4.1. The Bidder must provide its annual price for the HICPS Call Centre Services for:

- a) Operations Phase Years 1, 2, and 3

by inserting its proposed firm all-inclusive price into each cell in the Annual Price row of the pricing table set out under Article 3.4 of [Annex B Basis of Payment](#). Where there is a discrepancy between the Annual Price and the Monthly Billing Amount, the Annual Price will supersede.

3.3.5. Provider Enrolment and Provider and Client Communication and Information Services Fee (Operations Phase)

3.3.5.1. The Bidder must provide its annual price for Provider Enrolment and Provider and Client Communication and Information Services for:

- a) Operations Phase Years 1, 2, and 3

by inserting its proposed firm all-inclusive price into each cell in the Annual Price row of the pricing table set out under Article 3.5 of [Annex B Basis of Payment](#). Where there is a discrepancy between the Annual Price and the Monthly Billing Amount, the Annual Price will supersede.

3.3.6. Provider Claim Verification Program Fee (Operations Phase)

3.3.6.1. The Bidder must provide its annual price for the Provider Claim Verification Program (excluding Desk and On-Site Claim Verification) for:

- a) Operations Phase Years 1, 2, and 3

by inserting its proposed firm all-inclusive price into each cell in the Annual Price row of the pricing table set out under Article 3.6 of [Annex B Basis of Payment](#). Where there is a discrepancy between the Annual Price and the Monthly Billing Amount, the Annual Price will supersede.

3.3.7. Phase-Out Period Fee

3.3.7.1. The Bidder must provide its firm, all-inclusive price for the Phase-Out Period Fee by inserting the price into Article 3.7 of [Annex B Basis of Payment](#).

3.3.7.1.1. The Bidder must provide a breakdown of its proposed total fixed level of effort and its associated Total Phase-Out Period Fee to provide the Work described under Article 3.7 of [Annex B Basis of Payment](#) by completing, and providing as part of its Bid, the Phase-Out Period Fee Table set out below. A description of the information to be provided under columns A, E, F and G of the Phase-Out Period Fee Table is as follows:

3.3.7.1.2. Column A – Labour Category

3.3.7.1.2.1. Bidders may propose any of the defined Labour Categories included in the table set out under Article 3.8.1.1 of [Annex B Basis of Payment](#).

3.3.7.1.2.2. Bidders may propose additional Labour Categories which have not been provided for under the table set out under Article 3.8.1.1 of [Annex B Basis of Payment](#).

3.3.7.1.2.2.1. Should a Bidder wish to include additional Labour Categories not provided for in the table set out under Article 3.8.1.1 of [Annex B Basis of Payment](#), the Bidder must also include, in addition to providing the information set out under columns B, C, D, E, F and G of the Phase-Out Fee Table, for each additional Labour Category:

- a) the name of each additional Labour Category
- b) a brief description of the type of Work to be performed by a candidate performing the Work under each additional Labour Category;
- c) each additional Labour Category's associated minimum education and skill set requirements; and
- d) each additional Labour Category's associated firm all-inclusive per diem rates for the Pre-Implementation Phase and Operations Phase Year 1, Operations Phase Year 2 and Operations Phase Year 3.

{Note to Bidders, the table set out under Article 3.8.1.1 of [Annex B Basis of Payment](#) will be amended at Contract Award to include any additional Labour Categories and their associated firm all inclusive per diem rates.}

3.3.7.1.3. Column E - Operations Phase Year 3 Per Diem Rate

3.3.7.1.3.1. Where the Bidder proposes to use a Labour Category included in the table set out under Article 3.8.1.1 of [Annex B Basis of Payment](#), then for each applicable Labour Category, the Bidder must propose the same firm all-inclusive Operations Phase Year 3 per diem rates when completing column E of the Phase-Out Period Fee Table.

3.3.7.1.3.2. Where the Bidder proposes to include additional Labour Categories not provided for in the table set out under Article 3.3 of Annex B, Basis of Payment, the Bidder must use its proposed Operations Phase Year 3 per diem rates in accordance with Article 3.3.7.1.2.2.1 above when completing column E of the Phase-Out Period Fee Table for each additional Labour Category.

3.3.7.1.4. Column F - Operations Phase Year 5 Per Diem Rate

3.3.7.1.4.1. For each Labour Category, the proposed Operations Phase Year 3 Per Diem Rates set out under column E must be multiplied by a factor of 1.04 and the escalated Operations Phase Year 5 Per Diem Rates must be inserted under column F.

3.3.7.1.5. Column G - Total Cost

3.3.7.1.5.1. For each Labour Category, the associated Total Level of Effort set out under column D must be multiplied by the associated Operations Phase Year 5 Per Diem Rates set out under column F and the calculated amount inserted under column G.

3.3.7.2. The Bidder's proposed Total Phase-Out Period Fee will equal the sum of each Labour Category's associated Total Cost set out under column G.

3.3.7.3. Phase-Out Period Fee Table

A	B	C	D	E	F	G
Labour Category	Number of Resources	Level of Effort in Days Per Resource	Total Level of Effort (B x C)	Operations Phase Year 3 Per Diem Rate	Operations Phase Year 5 Per Diem Rate (E x a factor of 1.04)	Total Cost (D x F)
Total Phase-Out Period Fee (for information purposes only)						\$

3.3.8. Fixed Per Diem Labour Rates

3.3.8.1. The Bidder must provide its per diem rates for:

- Pre-Implementation Phase and Operations Phase Year 1, and Operations Phase Years 2 and 3;

For each Labour Category by inserting its proposed firm all-inclusive per diem rates into each cell of the pricing table set out under Article 3.8.1.1 of [Annex B Basis of Payment](#).

3.3.8.2. For each Operation Phase Year:

- the proposed rates for Labour Category 2B. Configuration & Change Control Manager Specialist must not be more than 135% of the rate proposed for 2E. Programmer, respectively;
- the proposed rates for Labour Category 2G. Quality Assurance Specialist must not be more than 125% of the rate proposed for 2E. Programmer, respectively; and
- the proposed rates for Labour Category 2I. Security Specialist must not be more than 190% of the rate proposed for 2E. Programmer, respectively.

Financial Bid Evaluation and Scoring

4. Financial Bid Evaluation and Scoring

- 4.1. Financial Bids will be evaluated to ensure compliance with all submission requirements identified in the Financial Bid requirements and Financial Bid Preparation Instructions detailed in this Attachment, including:
- 4.1.1. Article 3.1.2 Variation in Fixed Per Diem Labour Rates from Year to Year
- 4.1.2. Article 3.3.2.1.2.2 proposed volume bands ranges and prices; and
- 4.1.3. Article 3.3.8.2 proposed rates for Labour Categories 2B, 2G, and 2i.
- 4.2. Only responsive Financial Bids will move to the next step in the Financial Bid Evaluation process.
- 4.3. The Evaluated Price of each responsive Bid will be the sum of the following:
- 4.3.1. Article 3.3.1.1 Pre-Implementation Phase Fee; and
- 4.3.2. Article 3.3.2 Claim Line Transaction Processing Fees, which is the sum of:
- 4.3.2.1. The total calculated cost of each of Years 1 – 11, using a weighted average of the Electronic Claim Line Transaction Processing Fees provided under Article 3.3.2.1.1.1 and the Estimated Volumes detailed in Section 5, calculated in accordance with Article 3.2.4 of [Annex B Basis of Payment](#), where:
- 4.3.2.1.1. The fees for Year 4 are the fees provided for Year 3 multiplied by 1.02; and
- 4.3.2.1.2. The fees for each subsequent year are the fees calculated for the previous year multiplied by 1.02; and
- 4.3.2.2. The total calculated cost of each of Years 1 – 11, using a weighted average of the Manual Claim Line Transaction Processing Fees provided under Article 3.3.2.1.2.1 and the Estimated Volumes detailed in Section 5, calculated in accordance with Article 3.2.4 of [Annex B Basis of Payment](#), where:
- 4.3.2.2.1. The Fees for Year 4 are the Fees provided for Year 3 multiplied by 1.02; and
- 4.3.2.2.2. The fees for each subsequent year are the fees calculated for the previous year multiplied by 1.02; and
- 4.3.3. Article 3.3.3 Management Operations Fees, which is the sum of:
- 4.3.3.1. Annual Management Operations Fees provided for each of Years 1, 2, and 3; and
- 4.3.3.2. The Fee for Year 4, calculated by multiplying the Fee provided for Year 3 by 1.02; and
- 4.3.3.3. The Fees for each subsequent Years 5 – 11, calculated by multiplying the Fee calculated for the previous Year by 1.02; and
- 4.3.4. Article 3.3.4 HICPS Call Centre Services Fees, which is the sum of:
- 4.3.4.1. Annual HICPS Call Centre Services Fees provided for each of Years 1, 2, and 3; and

- 4.3.4.2. The Fee for Year 4, calculated by multiplying the Fee provided for Year 3 by 1.02; and
- 4.3.4.3. The Fees for each subsequent Years 5 – 11, calculated by multiplying the Fee provided for the previous Year by 1.02; and
- 4.3.5. Article 3.3.5 Provider Enrolment and Provider and Client Communication and Information Services Fees, which is the sum of:
- 4.3.5.1. Annual Provider Enrolment and Provider and Client Communication and Information Services Fees for each of Years 1, 2, and 3; and
- 4.3.5.2. The Fee for Year 4, calculated by multiplying the Fee provided for Year 3 by 1.02; and
- 4.3.5.3. The Fees for each subsequent Years 5 – 11, calculated by multiplying the Fee provided for the previous Year by 1.02; and
- 4.3.6. Article 3.3.6 Provider Claim Verification Program Fees (excluding Desk and On-Site Claim Verification), which is the sum of:
- 4.3.6.1. Provider Claim Verification Program Fees for each of Years 1, 2, and 3; and
- 4.3.6.2. The Fee for Year 4, calculated by multiplying the Fee provided for Year 3 by 1.02; and
- 4.3.6.3. The Fees for each subsequent Years 5 – 11, calculated by multiplying the Fee provided for previous Year by 1.02; and
- 4.3.7. Article 3.3.7.1 Phase-Out Period Fee; and
- 4.3.8. Article 3.3.8 Fixed Per Diem Labour Rates, which is the sum of:
- 4.3.8.1. The total calculated cost of each of Years 1 – 11, using Fixed Per Diem Labour Rates provided under Article 3.3.8.1 and the Estimated Usage detailed in Section 5, where:
- 4.3.8.2. The rates for Year 4 are the rates provided for Year 3 multiplied by 1.02; and
- 4.3.8.3. The rates for each subsequent Year are the rates calculated for the previous Year multiplied by 1.02.

5. Estimated Usage for Financial Evaluation Purposes

- 5.1. The estimated usages are provided for evaluation purposes only and do not constitute any representation or commitment by Canada as to the actual volumes of claim lines or usage that may be realized under any resulting Contract

5.2. Claim Line Transaction Processing Estimated Volumes (Operations Phase)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Electronic Claim Lines	33,081,089	35,212,947	37,484,089	39,903,691	42,481,536	45,228,051	48,154,357
Manual Claim Lines	2,319,935	2,414,119	2,512,269	2,614,561	2,721,177	2,832,312	2,948,165
Total Claim Lines	35,401,025	37,627,066	39,996,359	42,518,252	45,202,713	48,060,362	51,102,522

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

	Year 8	Year 9	Year 10	Year 11
Electronic Claim Lines	51,272,311	54,594,554	58,134,564	61,905,760
Manual Claim Lines	3,068,947	3,194,881	3,326,197	3,462,383
Total Claim Lines	54,341,258	57,789,435	61,460,762	65,368,143

5.3. Labour Categories Estimated Usage (Pre-Implementation Phase and Operations Phase)

Labour Category	Estimated Usage (in days)										
	Pre-Implementation Phase & Operations Phase Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
1. Provider Claim Verification Personnel											
1A. Pharmacy Claim Verification Representative	510	510	510	510	510	510	510	510	510	510	510
1B. Dental Claim Verification Representative	150	150	150	150	150	150	150	150	150	150	150
1C. General Claim Verification Representative (for MSE, Vision Care and Mental Health claims verification)	75	75	75	75	75	75	75	75	75	75	75
1D. Pharmacist	100	100	100	100	100	100	100	100	100	100	100
1E. Dentist	40	40	40	40	40	40	40	40	40	40	40
2. IT Personnel											
2A. Business Analyst	17	34	39	51	90	113	113	56	34	17	11
2B. Config. & Change Control Manager Specialist	1	2	3	3	6	8	8	4	2	1	1
2C. Data Analyst	10	20	24	30	54	68	68	34	20	10	7
2D. Database Administrator	17	34	39	51	90	113	113	56	34	17	11
2E. Programmer	17	34	39	51	90	113	113	56	34	17	11
2F. Programmer Analyst	17	34	39	51	90	113	113	56	34	17	11
2G. Quality Assurance Spec.	2	5	5	7	12	15	15	8	5	2	2

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

Labour Category	Estimated Usage (in days)										
	Pre-Implementation Phase & Operations Phase Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
2H. IT Application Tester	28	56	66	84	150	188	188	94	56	28	19
2I. IT Security Specialist	2	5	5	7	12	15	15	8	5	2	2
4. Technical Personnel											
4C. Technical Writer	3	5	80	144	19	32	32	24	14	5	3

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 3.2.1
TO PART 3 OF THE BID SOLICITATION
PRICING TABLES

 *(Please see attachment)*

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 3.3 TO PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ATTACHMENT 3.4 TO PART 3 OF THE BID SOLICITATION

ABORIGINAL PARTICIPATION COMPONENT BID

1. Mandatory Criteria

- 1.1. The Aboriginal Participation Component Bid must address the Aboriginal Participation Component Mandatory Criteria.

NO.	MANDATORY CRITERIA	Ref. Page #
MA1	ABORIGINAL PARTICIPATION COMPONENT PLAN The Bidder must provide an Aboriginal Participation Component Plan as described in Article 1 of Annex E Aboriginal Participation Component Requirements . The Plan must meet all the requirements specified in Annex E and must include, but is not limited to, details of how the Bidder proposes to meet or exceed the Minimum Pre-Implementation APC Value and the Minimum APC Value, and the proposed breakdown of the Direct Benefits and the Non-Direct Benefits.	

ATTACHMENT 3.5 TO PART 3 OF THE BID SOLICITATION

BID SUBMISSION FORM

Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
Applicable Laws Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article 2.3 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article 2.3 entitled "Former Public Servant "	

	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article 2.3 entitled "Former Public Servant "</p>					
<p>Canadian Content Certification</p> <p>As described in the solicitation, bids with at least 80% Canadian content are being given a preference.</p> <p><i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i></p>	<p>On behalf of the Bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p> <table border="1" data-bbox="800 600 1380 842"> <tr> <td data-bbox="800 600 1263 726">At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td data-bbox="1263 600 1380 726"></td> </tr> <tr> <td data-bbox="800 726 1263 842">Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td data-bbox="1263 726 1380 842"></td> </tr> </table>		At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)						
Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)						
<p>Security Clearance Level of Bidder</p> <p>[include both the level and the date it was granted]</p> <p>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>						
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 						
<p>Signature of Authorized Representative of Bidder</p>	<p>_____</p>					

ATTACHMENT 5.1 TO PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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 permanent full-time and/or permanent part-time employees.

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

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

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- () 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)

ANNEX D INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$25,000,000 per accident or occurrence and in the annual aggregate.
- 1.2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority 30 days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

- 2.1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$5,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2.2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 2.3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority 30 days written notice of cancellation.

3. Comprehensive Crime Insurance

- 3.1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
 - a. Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$2,000,000 covering all employees of the Contractor. Such Fidelity Insurance must contain a

"Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.

- b. Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$200,000;

3.2. The Comprehensive Crime insurance must include the following:

- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation
- b. Loss Payee: Canada as its interest may appear or as it may direct.

4. Cyber Liability Insurance

- 4.1. The Contractor must obtain Cyber Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$5,000,000 per loss and in the annual aggregate.
- 4.2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

ANNEX E

ABORIGINAL PARTICIPATION COMPONENT REQUIREMENTS

1. The Contractor's Aboriginal Participation Component (APC) Plan must detail how the Contractor will meet the APC objectives, the Minimum Pre-Implementation APC Value of 25% of the Pre-Implementation Value (Section 3 below), and the annual Minimum APC Value of 25% of the Annual Contract Value (Section 4 below), and must include the breakdown of the Direct Benefits and Non-Direct Benefits. The Contractor must ensure that a minimum of 20% of the Pre-Implementation Value and a minimum of 20% of the Annual Contract Value will be Direct Benefits.
2. The APC Transaction Value will be calculated by totaling the Transactions incurred by the Contractor (excluding applicable taxes) for Direct Benefits and the Non-Direct Benefits.
 - 2.1. **Direct Benefits** are transactions incurred in the performance of the Work, and include:
 - 2.1.1. **Aboriginal Business Development:** The Contractor must demonstrate it builds and develops viable Aboriginal Business Capacity (refer to [Appendix A Aboriginal Business Capacity](#)). The Contractor must contribute and invest in the development and viability of Aboriginal businesses by procuring goods and services from qualified Aboriginal firms. The Contractor or its subcontractor(s) are also encouraged to demonstrate how they intend to maximize the use of Aboriginal firms such as identify the work intended to be carried out by Aboriginal firms including contract and supply chain management.
 - 2.1.2. **Aboriginal Employment:** The Contractors must demonstrate its Aboriginal employment. The Contractor may include details pertaining to Aboriginal recruitment and retention strategies and related job activities such as the work to be carried out by each position.
 - 2.1.3. **Aboriginal Training and Skills Development:** The Contractors must demonstrate the training opportunities and skills development for Aboriginal persons, such as on-the job training, in-house training as well as succession plans.
 - 2.2. **Non-Direct Benefits** may be used where there is a lack of Aboriginal business capacity. The Contractor may consider other relevant measures such as, but not limited to, specialized training, career development, scholarships, and community outreach to help local and Aboriginal communities in meeting their economic development needs. In support of the APC, the Contractor may reach out to Aboriginal businesses and communities.
 - 2.3. The Contractor must provide supporting documentation that Aboriginal firms certify they meet the definition of an Aboriginal Business, and that Aboriginal employees meet the definition of Aboriginal Person, as well as provide proof of Aboriginal status, in accordance with <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>
 - 2.4. The Contractor must provide invoices, pay stubs, receipts, or any other documentation that provide evidence that the Transaction was made in the amount claimed.

3. Pre-Implementation Phase

- 3.1. During the Pre-Implementation Phase, the Contractor's APC Transaction Value of Pre-Implementation must meet or exceed the Minimum Pre-Implementation APC Value of 25% of the Pre-Implementation Value expressed in dollars (excluding taxes), in accordance with the APC Plan.
- 3.2. The Contractor must, 90 days after the acceptance of the Pre-Implementation Phase, deliver to the APC Authority, the Contracting Authority, and the Project Authority a Pre-Implementation APC Report detailing:
 - 3.2.1. The Minimum Pre-Implementation APC Value and the Pre-Implementation Value, with the supporting calculations;
 - 3.2.2. The APC Transaction Value of the Pre-Implementation;
 - 3.2.3. The APC Transactions made during the Pre-Implementation Phase, including supporting documentation detailed in Articles 2.3 and 2.4;
 - 3.2.4. The detailed breakdown of Direct Benefits and Non-Direct Benefits, and how the Contractor met its APC objectives; and
 - 3.2.5. The surplus or deficit of the APC Transaction Value of the Pre-Implementation over or under the Minimum Pre-Implementation APC Value.
- 3.3. The Pre-Implementation Value will be calculated from the total of all invoices issued for the Pre-Implementation Phase work, excluding applicable taxes.
- 3.4. During the Pre-Implementation Phase:
 - 3.4.1. If the APC Transaction Value of Pre-Implementation does not meet the Minimum Pre-Implementation APC Value or if the Direct Benefits of Pre-Implementation do not meet 80% of the Minimum Pre-Implementation APC Value, a fee credit will be applied:

$$\begin{array}{lcl} \text{Pre-Implementation} & & ((\text{Minimum Pre-Implementation APC Value}) - \\ \text{APC Transaction} & = & (\text{APC Transaction Value of Pre-Implementation})) \quad \times 20\% \\ \text{Fee Credit} & & [\text{if greater than } 0] \\ & & + \\ & & ((\text{Minimum Pre-Implementation APC Value}) \times 80\%) - \\ & & (\text{Direct Benefits of Pre-Implementation})) \quad \times 20\% \\ & & [\text{if greater than } 0] \end{array}$$

- 3.4.1.1.
- 3.4.1.2. The Pre-Implementation APC Transaction Fee Credit will be applied to the Pre-Implementation Fee, up to 20% of the Pre-Implementation Fee.
- 3.4.2. If the APC Transaction Value of Pre-Implementation is greater than the Minimum Pre-Implementation APC Value, a Performance Incentive Fee may be paid to the Contractor.

4. Operations Phase

- 4.1. Starting the first year of the Operations Phase, the Contractor's annual APC Transaction Value must meet or exceed the annual Minimum APC Value of 25% of the Annual Contract Value

expressed in dollars (excluding taxes), in accordance with the APC Plan submitted with the Contractor's Bid.

- 4.2. The Contractor must, 90 days after the Contract year during the Operations Phase, deliver to the APC Authority, the Contracting Authority, and the Project Authority an annual APC Report detailing:

4.2.1. The Minimum APC Value and the Annual Contract Value for that year, with the supporting calculations;

4.2.2. The APC Transaction Value for that year;

4.2.3. The APC Transactions made during that year, including supporting documentation detailed in Articles 2.3 and 2.4;

4.2.4. The detailed breakdown of Direct Benefits and Non-Direct Benefits, and how the Contractor met its APC objectives; and

4.2.5. The surplus or deficit of the APC Transaction Value over or under the Minimum APC Value for that year.

- 4.3. The Annual Contract Value will be calculated from the total of all invoices issued in that Contract year, excluding applicable taxes.

- 4.4. For each Contract year:

- 4.4.1. If the APC Transaction Value does not meet the Minimum APC Value or if the Direct Benefits for the year do not meet 80% of the Minimum APC Value, a fee credit will be applied:

4.4.1.1.

$$\begin{aligned} \text{APC Transaction Fee Credit} &= \frac{((\text{Minimum APC Value}) - (\text{APC Transaction Value})) \times 20\%}{[\text{if greater than } 0]} \\ &+ \frac{((\text{Minimum APC Value}) \times 80\%) - (\text{Direct Benefits})}{[\text{if greater than } 0]} \times 20\% \end{aligned}$$

- 4.4.1.2. The APC Transaction Fee Credit will be applied to the following Fees of the next Contract year, up to 20% of the annual value of the Fee, spread out evenly over the remaining months of the year, in the following order:

4.4.1.2.1. Basis of Payment 3.3 Management Operations Fee

4.4.1.2.2. Basis of Payment 3.4 HICPS Call Centre Services Fee

4.4.1.2.3. Basis of Payment 3.5 Provider Enrolment and Provider and Client Communication and Information Services Fees

4.4.1.2.4. Basis of Payment 3.6 Provider Claim Verification Program Fee (excluding Desk and On-Site Claim Verification)

- 4.4.2. If the APC Transaction Value is greater than the Minimum APC Value, a Performance Incentive Fee may be paid to the Contractor.

5. Phase-Out Period

- 5.1. During the Phase-Out Period, the Contractor's APC Transaction Value of Phase-Out must meet or exceed the Minimum Phase-Out APC Value of 25% of the Phase-Out Value expressed in dollars (excluding taxes), in accordance with the APC Plan.

- 5.2. The Contractor must, 30 days after the acceptance of the deliverables of the Phase-Out TA, deliver to the APC Authority, the Contracting Authority, and the Project Authority a Phase-Out APC Report detailing:

5.2.1. The Minimum Phase-Out APC Value and the Phase-Out Value, with the supporting calculations;

5.2.2. The APC Transaction Value of the Phase-Out Period;

5.2.3. The APC Transactions made during the Phase-Out Period work, including supporting documentation detailed in Articles 2.3 and 2.4;

5.2.4. The detailed breakdown of Direct Benefits and Non-Direct Benefits, and how the Contractor met its APC objectives; and

5.2.5. The surplus or deficit of the APC Transaction Value of the Phase-Out over or under the Minimum Phase-Out APC Value.

- 5.3. The Phase-Out Value will be calculated from the total of all invoices issued for the Phase-Out TA work, excluding applicable taxes.

- 5.4. During the Phase-Out Period:

- 5.4.1. If the APC Transaction Value of Phase-Out does not meet the Minimum Phase-Out APC Value or if the Direct Benefits of Phase-Out do not meet 80% of the Minimum Phase-Out APC Value, a fee credit will be applied:

$$\begin{array}{rcl}
 \text{Phase-Out APC Transaction} & & (\text{Minimum Phase-Out APC Value}) - \\
 \text{Fee Credit} & = & (\text{APC Transaction Value of Phase-Out}) \quad \times 20\% \\
 & & \text{[if greater than 0]} \\
 & & + \\
 & & (\text{Minimum Phase-Out APC Value}) \times 80\% - \\
 & & (\text{Direct Benefits of Phase-Out}) \quad \times 20\% \\
 & & \text{[if greater than 0]}
 \end{array}$$

- 5.4.1.1.

- 5.4.1.2. The Phase-Out APC Transaction Fee Credit will be applied to the Phase-Out Period invoices, up to 20% of the Phase-Out Value.

- 5.4.2. If the APC Transaction Value of Phase-Out is greater than the Minimum Phase-Out APC Value, a Performance Incentive Fee may be paid to the Contractor.

6. No more often than once a Contract year, the Contractor may propose changes to the APC Plan in writing to the Contract Authority, with a copy to the APC Authority, no later than 6 months after the

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

start of the Contract year. Any such proposal must include a justification for the changes and a detailed explanation demonstrating that the changes do not result in an Aboriginal Participation Component that is reduced in quantity or quality. Any changes to the APC Plan must be approved by the APC Authority before taking effect.

Appendix A to Annex E Aboriginal Business Capacity

To identify Aboriginal business capacity, for contracting and sub-contracting purposes, you can review the list of Aboriginal businesses registered in the Aboriginal Business Directory (ABD). The ABD is a search engine available to industry and the federal procurement community for identifying Aboriginal business suppliers. It is housed within Industry Canada's Canadian Companies Capabilities database <http://www.ic.gc.ca/app/ccc/srch/cccSrch.do?lang=eng&prtl=1&sbprtl=&tagid=248>.

In addition to the ABD, you can refer to other Aboriginal Business Directories such as:

- Canadian Council for Aboriginal Business www.ccab.com
- Union Gas <https://www.uniongas.com/about-us/community/aboriginal/business-list>
- Kativik Regional Government www.krg.ca
- BC Aboriginal Business Association <http://bcaboriginalbusiness.com>
- Canadian Aboriginal and Minority Supplier Council www.camsc.ca
- Province of Manitoba www.gov.mb.ca/ana
- Province of Ontario <https://www.lrcsde.lrc.gov.on.ca/aboriginalbusinessdirectory>

You can also contact Offset Market Exchange (OMX) <https://theomx.com>. OMX is the world's largest, most advanced defence and aerospace industry marketplace, with tens of thousands of qualified suppliers from all corners of the world.

The Aboriginal Financial Institutions may also help in identifying Aboriginal business capacity <https://www.aadnc-aandc.gc.ca/eng/1100100033216/1100100033220>.

Interested potential bidders and potential subcontractors should engage early with Aboriginal businesses and communities to create meaningful relationships and beneficial partnerships with Aboriginal peoples. Aboriginal entrepreneurs and communities are very receptive to respectful working relationships where partners understand their interests.

Early engagement can benefit all concerned by: enhancing relationships; ensuring a common understanding of the project requirements; determining Aboriginal business capacity for the procurement of goods and services; and identifying skills and training gaps for employment of Aboriginal peoples. As a result, potential bidders and potential subcontractors that engage with Aboriginal communities and businesses in the development of their project plans may be in a better position to meet the outcomes as outlined in the Aboriginal Participation Component for Aboriginal businesses and employment growth.

ANNEX F

HICPS PERFORMANCE MANAGEMENT FRAMEWORK

1. The purpose of this Performance Measurement Framework is to establish the procedures by which Canada will assess the Contractor's performance of the Work and achievement of Aboriginal Participation Component (APC) commitments under the Contract. This may result in the Contractor being eligible to be awarded a Performance Incentive Fee (PIF) in circumstances where it met or exceeded performance targets or alternatively be subject to holdbacks and payment credits where it did not meet performance targets.
2. The assessment of Contractor performance will vary depending on the service delivery phase of the Contract as follows:
 - a. Pre-Implementation Phase: The Contractor's performance will be measured against the approved Pre-Implementation plan prepared by the Contractor and approved by Canada.
 - b. Operations Phase: The Contractor's performance will be measured against the service delivery standards and scoring methodology described in detail in [Appendix 1](#) to this Annex.
 - c. Phase-Out Period: The Contractor's performance will be measured against the approved Phase Out plan prepared by the Contractor and approved by Canada.
3. The amount of PIF to be awarded will be a result of Canada's evaluation of the Contractor's performance and achievement of APC commitments in the applicable PIF Period against the Performance Evaluation Plan (PEP) developed for that Period.
4. [Appendix 2](#) describes the PIF process in detail.

Appendix 1 to Annex F Service Delivery Standards (SDS)

1. During the Operations Phase of the contract, Contractor performance will be reviewed on a monthly basis and a performance score will be calculated using the following scoring system:
 - a. Where the Contractor has met or exceeded the SDS, it will be awarded a score of 1. Where the SDS was not met, the Contractor will be awarded a score based on the percentage of the target achieved multiplied by 1. An SDS performance score will be calculated by multiplying the score by the Criticality value for each SDS.
 - b. For each SDS, the score will be added to obtain an annual SDS score based on 12 months of operations.
 - c. The annual score for each SDS will then be added to calculate the total Contractor performance score. To ensure that the Contractor's performance score is representative of the quality of service provided over the 12 months period, the lowest and highest monthly scores will be removed and the Contractor's performance score will be based on the remaining 10 months of performance. Using this methodology, the maximum score attainable is 3390 points.
 - d. Beginning in the 13th month of the Operations phase, the SDS score for month 1 will be removed from the total so that SDS score is based on the previous 12 months of service less the lowest and highest monthly scores. This process will be repeated in the calculating the score for each subsequent month.
2. The Contractor must obtain and maintain a minimum score of 3305.25 points each month, which equates to 97.5%, for satisfactory performance. Failure to obtain a minimum score calculated as described in paragraph 1.c above will result in the application of holdbacks in accordance with Basis of Payment Article 7.2.3 and/or Fee Credits in accordance with Basis of Payment Article 8.2.1.
3. In order to qualify for a PIF, the Contractor must have obtained and maintained a minimum score of 3305.25 points which is 97.5% of the available points as calculated over the 12 months of PIF Period In accordance with paragraph 1.c above

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
1.	3.1.1.2 Changes to the HICPS Operations Management Strategy	Changes to the Operations Management Strategy require the prior approval of the Project Authority. The Contractor must reflect the approved changes in the Strategy document within 10 business days of the Project Authority's sign-off.	12	1	12

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
2.	3.1.2 Annual Operations Plan	When there are changes to the HICPS Annual Operations Plan's priorities or schedules, the Contractor must notify the Project Authority of those changes to the Plan within 5 business days prior to the changes being put into effect. The Contractor must ensure that the HICPS Annual Operations Plan documentation is maintained current with any changes throughout the year.	12	3	36
3.	3.1.2.6 Monitoring and Reporting on Service Delivery	The Contractor must provide detailed monthly status reports within 5 business days after month-end that details the status of activities, recurring problems, corrective actions taken and recommendations for improvements in accordance with the requirements and timelines detailed in the SOW or agreed to by the Project Authority.	12	5	60
4.	3.1.2.7 Operational Management Teleconferences and Meeting Schedule	The Contractor must produce the meeting minutes and records of decision (ROD) - The Contractor must circulate the draft minutes and ROD within the first five business days after the meeting date to allow participants sufficient time to review the document and submit comments or corrections. The Contractor must ensure that all submitted corrections have been applied before the next meeting and distributed to all participants three days prior to the next meeting.	12	2	24

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
5.	3.2.1 Quality Assurance Program	When a possible QA issue is sent by the Project Authority to the Contractor, the Contractor must: <ul style="list-style-type: none"> i. create and provide the Project Authority a QA number within 24 hours; ii. provide to the Project Authority a response including the results of the Contractor's preliminary investigation, and suggested solution or workaround within 5 business days, or if more time is needed, inform the Project Authority by the 3rd business day; iii. bring forward unresolved QA issues to the following Operational Management meeting. 	12	5	60
6.		The Contractor must enroll eligible Providers and assign them an appropriate unique NIHB Provider identification number within 3 business days of the Project Authority's approval.	12	5	60
7.	3.3.1 Provider Enrolment Services	The Contractor must retain all signed agreements and enrolment forms in accordance with SOW Article 3.3.15 <i>Records Management</i> and make available to the Project Authority within 3 business days;	12	2	24
8.		Maintain HICPS Website availability in accordance with Article 3.4.1.1(c) <i>Business Continuity, Availability and Service Standards</i> ;	12	4	48
9.	3.3.3 Provider and Client Communication and Information Services	The Contractor must ensure that any translation work is	12	3	36

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
		completed within 10 business days from the date that the Project Authority provides the approved version;			
10.		Use standard infrastructure and application monitoring tools in order to measure and report on service standards posted to the DRR on a monthly basis;	12	3	36
11.		disseminate newsletters within 10 business days of receiving Project authority approval;	12	3	36
12.		Disseminate Broadcast message within 5 business days of receiving Project Authority approval;	12	3	36
13.		Post HICPS Website material within 2 business days of receiving Project Authority approval;	12	3	36
14.		Send time sensitive alerts to Providers and Clients for urgent messages such as system outages within 24 hours of notification by the Project Authority.	12	3	36
15.	3.3.4.1.8 Upload and Update the NIHB Dental Schedule	<p>Upon request by the Project Authority the Contractor must:</p> <ul style="list-style-type: none"> a) accept a file of NIHB Dental Schedule data changes from the HC User; b) verify the consistency of the data file prior to applying the changes in the file; <ul style="list-style-type: none"> i. upload into the test environment for Project Authority validation; ii. load the data and update the NIHB Dental Schedule in the production environment, within 5 business days of receiving approval from the Project Authority; 	12	5	60

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
16.	3.3.4.2 Produce and Publish NIHB Dental Benefit Grids	The Contractor must: a) update the NIHB Dental Benefit Grids templates within 15 business days of the Project Authority request; b) on an annual basis, or more frequently when requested produce the draft NIHB Dental Benefit Grids for Project Authority approval: i. in English and French; ii. for each province and territory; iii. for each dental specialty, as determined by the Project Authority; c) within 10 business days of receiving Project Authority approval, post to the HICPS Website and distribute according to Provider preference SOW Article 3.3.3.4.4 <i>Benefit Lists or Grids</i> .	12	5	60
17.	3.3.5.1 Mental Health Counseling Item Maintenance	Requests for additions or changes to an item by the Project Authority must be completed within 10 business days.	12	5	60
18.	3.3.5.2 Setting and Updating Price File for Mental Health Items	Requests for additions or changes to an item by the Project Authority must be completed within 10 business days.	12	5	60
19.	3.3.5.3 Creating and Maintaining the Pricing Schedule	The Contractor must respond to Project Authority requests for updates to the pricing category or pricing category name within 10 business days.	12	5	60
20.	3.3.5.5 Searching and Viewing the Mental	The Contractor must respond to Project Authority requests	12	5	60

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
	Health Counseling Benefit Item	for updates to the item details within 10 business days.			
21.	3.3.6.2 MSE Item List Maintenance	Requests for additions or changes to an item by the Project Authority must be completed within 10 business days.	12	5	60
22.	3.3.6.3 Setting and Updating Price File for MSE Items	Requests for additions or changes to an item by the Project Authority must be completed within 10 business days.	12	5	60
23.	3.3.6.4 Creating and Maintaining the Pricing Schedule	The Contractor must respond to Project Authority requests for updates to the pricing category or pricing category name outside of the update frequencies within 10 business days.	12	5	60
24.	3.3.6.5 Managing the MSE Benefit Item	The Contractor must respond to Project Authority requests for updates to the item and item type details outside of the update frequencies within 10 business days.	12	5	60
25.	3.3.7.1 Pharmacy Item List Maintenance	The Contractor must ensure that updates are made on frequent basis to ensure that the Pharmacy items information is current with marketable items and provincial formularies and federal drug schedules, within 10 business days of receiving the updated information from the sources listed in SOW Article 3.3.7.1.1;	12	5	60
26.		The Contractor must ensure that requests for additions or changes to an item by the Project Authority must be completed within 5 business days.	12	5	60
27.	3.3.7.2 Setting the Pricing for an Item	The Contractor must ensure that updates to be made to the price files are completed within	12	5	60

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
		10 business days of receiving the updated information from the sources listed in SOW Article 3.3.7.2.1;			
28.		The Contractor must ensure that requests for updates by the Project Authority must be completed within 5 business days	12	5	60
29.	3.3.7.3 Creating and Maintaining the Pricing Schedule	The Contractor must ensure that creation of the price categories and the pricing schedules are completed within 10 business of receiving the information from the sources listed in 3.3.7.3.1 (or for more complex changes, on a service standard agreed to by the Project Authority);	12	5	60
30.		The Contractor must ensure that requests for additions or changes to a pricing category or pricing schedule by the Project Authority outside the regular update frequencies must be completed within 5 business days.	12	5	60
31.	3.3.7.4 Managing Pharmacy Items	The Contractor must action requests for additions or changes to the item details by the Project Authority within 5 business days;	12	5	60
32.		The Contractor must assess and verify on a weekly basis that all Pharmacy item and item details are correct through a quality assurance process outlined in the Quality Assurance Program (SOW Article 3.2 <i>Quality Assurance</i>).	12	5	60
33.	3.3.7.21 Provision of an Online Drug Benefit List	The Contractor must ensure content of the Online Drug Benefit List is current within 5 business days of the pharmacy item list used by HC Users;	12	5	60
34.		The Contractor must notify the	12	5	60

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
		Project Authority within 1 business day when there is an issue with the Online Drug Benefit List Website and when the issue has been resolved;			
35.		The Contractor must meet the Website standards outlined in SOW Article 3.3.3.1 <i>HICPS Website</i> .	12	5	60
36.	3.3.8.1 Vision Care Item Maintenance	Requests for additions or changes to an item by the Project Authority must be completed within 10 business days.	12	5	60
37.	3.3.8.2 Setting and Updating Price File for Vision Care Benefit Items	Requests for additions or changes to an item by the Project Authority must be completed within 10 business days.	12	5	60
38.	3.3.8.3 Creating and Maintaining the Pricing Schedule	The Contractor must respond to Project Authority requests for updates to the pricing category or pricing category name within 10 business days.	12	5	60
39.	3.3.8.5 Searching and Viewing the Vision Care Benefit Item	The Contractor must respond to Project Authority requests for updates to the item details within 10 business days.	12	5	60
40.	3.3.10.1 Capture and Retain Records for NIHB Claims and Claim Reversals	When paper claims are received that lack information required for processing, the Contractor must send a form to the requestor within 3 business days of receipt, 98 percent of the time, as measured through monthly HICPS Operational Reports (See Appendix H <i>Summary of Status HICPS Operational Reports</i>).	12	2	24
41.		Paper claims are to be entered and adjudicated within 3 business days of receipt, 98 percent of the time as measured through monthly HICPS Operational Reports	12	2	24

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
		(See Appendix H <i>Summary of Status HICPS Operational Reports</i>).			
42.	3.3.10.4 Capture Benefit Information on Claims for which Payment Is to Be Suppressed	The Contractor must post a validation report summarizing the results of the data capture to the DRR within 5 business days of receipt of data.	12	5	60
43.	3.3.11.2 Payments and Settlements	Upon request of the Project Authority, special handling of payments outside the normal payment schedule must be actioned within 5 business days of the request.	12	4	48
44.	3.3.12 Financial Operations	The service standard for section 3.3.12 Financial Operations is 100 percent adherence to all specified timelines. The Contractor must report monthly to the Project Authority any incidences where a timeline requirement is not fully met. In the absence of Contractor notification, the Project Authority reserves the right to determine if a requirement is not fully met.	12	5	60
45.	3.3.13 Provider Claim Verification Program	DCV Program claims must be processed within one business day of the Provider submission for all assessments;	12	5	60
46.		DCV Program appeals must be processed within one business day of submission by the Provider;	12	5	60
47.		<i>Ad hoc</i> DCV requests must be initiated within one business day of receipt of Provider submission.	12	5	60
48.	3.3.13.8 Execution of Client Confirmation Verifications	Responses received from CCP must be assessed by the Contractor within two business days of receipt;	12	3	36
493		CCP responses received by	12	3	36

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
		the Contractor from Provider must be assessed within two business days of being submitted by the Provider and sent to the Project Authority for action/approval;			
50.		CCP appeals must be assessed within one business day upon Provider submission;	12	3	36
51.		<i>Ad hoc</i> CCP request must be initiated within one business day of receiving request from the Project Authority.	12	3	36
52.	3.3.13.10 Provider Desk Claim Verifications Program	Adhere to delivery dates stated within individual requirements 100% of the time.	12	4	48
53.	3.3.13.11 Financial Recovery Program	Adhere to delivery dates stated within individual requirements 100% of the time.	12	5	60
54.	3.3.13.12 On-site Claim Verification Program	Adhere to delivery dates stated within individual requirements 100% of the time.	12	4	48
55.	3.3.14.1.10 BI Reporting Tool: Support and Service Standards	Provide quarterly statistics on how many users log in to the BI Reporting Tool and their duration of use posted to the DRR quarterly within 5 business days of quarter's end;	12	5	60

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
56.		Ensure that the BI tool is able to return: <ul style="list-style-type: none"> query results using any combination of tables across benefits for a period of 60 months within 15 minutes for 25 users simultaneously; specific client claims history query results over the entire database history in less than 30 seconds; ensure that users are able to retrieve any records in any table within the BI Reporting tool in under 2 minutes using any field or combination of fields;	12	5	60
57.		Ensure users be able to run queries approximately 400 times a day;	12	5	60
58.	3.3.14.2 Database Design & Documentation	When design changes are made to the BI Reporting Tool database, updates to the BI environment database dictionary (comprehensive data definition) and the entity relationship diagram must be posted to the DRR within five business days.	12	3	36
59.	3.4.1 HICPS Solution Requirements (includes the BI Reporting Tool)	The availability service standard for the solution and infrastructure that support all of the HICPS services is a minimum average of 99.700 percent. The performance service standard of the applications and applications infrastructure is a maximum average of 2 seconds as measured in user response time.	12	5	60
60.		The availability service standard for the HICPS Website is a minimum average of 99.400 percent. The performance service standard	12	5	60

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
		of this Website is a maximum average of 3 seconds per request/response time.			
61.		The BI Reporting Tool must be available, at minimum, between 5am to 12am (Eastern Standard Time – EST) Monday to Sunday; any scheduled outages must be planned outside of this window.	12	5	60
62.		The availability service standard for the network infrastructure that supports all of the HICPS services that are under the control of the Contractor, excluding the HC network, the EDI network, and the Internet is a minimum average of 99.700 percent. The performance service standard of this network infrastructure is a maximum average of 200 milliseconds required for a packet to travel across a network path from a sender to a receiver.	12	5	60
63.	3.6.1.1 General and Detailed Design System Manual	The Contractor must make available at all times a current electronic non-editable version of the HICPS General and Detail Design System Manual in a searchable format on the DRR.	12	3	36
64.		The Detail Design Documents (DDD) must reflect the current solution and systems. During any change that may affect the DDD, a draft updated DDD must be provided to the Project Authority for review 25 business days prior to the change being implemented in the system.	12	3	36
65.	3.6.1.2 Administrative Procedures Manual	The Contractor must make the HICPS Administrative Procedures Manual available	12	3	36

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
	(APM)	on-line to HC Users through the DRR as of the Implementation Date (see SOW Article 2.2.6 <i>Documentation</i>). The Contractor is responsible for ensuring that the version on the DRR is kept current and that any changes agreed to by the Project Authority and the Contractor are posted within 5 business days.			
66.	3.6.1.3 HC Users' Manual	The Contractor must post a current non-editable searchable electronic copy in each official language to the DRR and within the Help section of the claims processing solution available to HICPS users. The HC User manual is subject to the Project Authority's approval and must be updated and posted to the DRR at least 15 business days prior to a release and be available within the Help section on the day of the release.	12	3	36
67.	3.7.1 HC User Training	Training sessions and associated training material must be provided in both official languages 30 business days prior to a release.	12	3	36
68.		Training sessions and associated training material must be provided in both official languages within 30 business days of receipt of a training request from the Project Authority not related to a release.	12	3	36
69.	Appendix H Reporting	100% report data must be accurate, verifiable and valid (if errors are discovered it will only apply to the month in question)	12	5	60

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
70.		100% of reports must be submitted on time and at the frequency specified	12	5	60
71.		100% scope of the reports must be as defined.	12	5	60
72.	Appendix I. HICPS Call Centre Service Standards	Calls answered: 80% of monthly calls in each official language, measured separately, must be answered within 20 seconds by a live person after automatic call distributor (ACD)/ Interactive Voice Response (IVR) call transfer.	12	5	60
73.		All calls (100 percent) on hold in each official language must be answered within 5 minutes by a live person after automatic call distributor (ACD)/Interactive Voice Response (IVR) call transfer.	12	5	60
74.		Calls, in both official languages, must be answered by a live person after automatic call distributor (ACD)/Interactive Voice Response (IVR) call transfer in the order that calls are received ("first in; first out");	12	5	60
75.		Calls resolved: 95 percent of monthly calls to be resolved (e.g. question was answered, call was appropriately redirected, or escalated) at initial contact or within the same day. The performance must be measured monthly from the call management reporting system;	12	5	60
76.		Calls abandoned: no more than 2.5% of monthly calls are to be abandoned - measured via the call management reporting system;	12	5	60
77.		Voice messages: voice messages must be returned	12	5	60

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

SDS #	Functional Area	Performance Standard	Annual Frequency of Assessment	Criticality	Max Score
		within 1 business day of receiving an initial call.			
78.		The Contractor must maintain the following hours of operation: for the Pharmacy call centre are Monday to Friday from 6:30 a.m. to 12:00 a.m. (Eastern Standard Time – EST) and from 8:00 a.m. to 12:00 a.m. on Saturday, Sunday and statutory holidays;	12	5	60
79.		The Contractor must maintain the following hours of operation for the Dental, MSE, Vision Care, and Mental Health Counselling call centre(s) are Monday to Friday 6:30 a.m. to 8:30 p.m. EST (excluding Statutory Holidays). Hours of operation for the Dental, MSE, Vision Care, and Mental Health Counselling call centre(s) are Monday to Friday 6:30 a.m. to 8:30 p.m. EST (excluding Statutory Holidays).	12	5	60
	Total Score Based on 12 Months				4068

Appendix 2 to Annex F PIF Process

1. Overview

1.1. The PIF is made available by Canada to encourage the Contractor to provide excellent performance and value to HC under the Contract. The PIF is an optional payment and will only be considered under conditions where the Contractor has met the minimum service delivery standards defined in [Appendix 1](#), has met its APC as defined in [Annex E Aboriginal Participation Component Requirements](#), is not subject to any outstanding notice regarding to deficiencies covered under Article [05 Conduct of the Work](#) of 2035 General Conditions - Higher Complexity – Services (2016-04-04), and has met one or more of the following conditions that will be defined in the Performance Evaluation Plan:

- 1.1.1. Consistently exceeded defined service delivery standards;
- 1.1.2. Met newly defined service delivery standards or performance targets;
- 1.1.3. Generated cost savings, provided cost avoidance opportunities or provided other tangible benefits for Canada; or
- 1.1.4. Implemented new capabilities not currently within the scope of the contract

2. The PIF will not be used to incent the Contractor to meet currently defined service delivery standards. The conditions listed above will be defined in the Performance Evaluation Plan.

3. Definitions

- 3.1. Performance Incentive Fee (PIF): is the incentive payment made available to encourage the Contractor to provide excellent performance under the Contract and excellent economic benefits under the APC of the Contract.
- 3.2. Performance Evaluation Plan (PEP): describes the Performance Criteria and weighting methodology for determining the incentive fee and the process details.
- 3.3. Performance Incentive Board (PIF Board): approves the Performance Evaluation Plan (PEP) for each applicable PIF Period and determines the amount of PIF payable.
- 3.4. Performance Evaluation Team (PET): has overall responsibility for the development and administration of the Performance Evaluation Plan.

4. Performance Evaluation Plan (PEP)

4.1. The Performance Evaluation Plan (PEP) for each PIF Period of the Contract must include the following:

- 4.1.1. the PIF Performance Criteria and weighting;
- 4.1.2. the method for determining the PIF;
- 4.1.3. any changes in the PEP coverage; and
- 4.1.4. PIF process details.

4.2. The PEP for the Pre-Implementation Phase will be put in place by the Performance Evaluation Team within 30 calendar days of Contract Award. Subsequent PEPs will be approved by the PIF Board within 25 working days of the end of the prior PIF Period.

- 4.3. The Performance Evaluation Plan (PEP) will be prepared by the Performance Evaluation Team though the Contractor may be consulted in its development. The PIF Board unilaterally approves the PEP, and once it is communicated to the Contractor, the PEP is binding for the purposes of determining the PIF award in a given PIF Period.
- 4.4. The Contractor is encouraged to recommend constructive changes in the PEP should it motivate higher performance levels or improving the performance incentive determination process. The PIF Board may consider the recommended changes and, if determined acceptable, approve them.

5. PIF Organizational Structure

- 5.1. The following three level structure must be used throughout the duration of the Contract:
 - 5.1.1. Performance Incentive Fee Board (PIF Board);
 - 5.1.2. Performance Evaluation Team (PET); and
 - 5.1.3. Performance Monitors.
- 5.2. The PIF Board will be comprised of HC, INAC and PWGSC Management personnel at the following levels:
 - 5.2.1. HC: Director General, NIHB & Directors of NIHB (as determined by HC)
 - 5.2.2. INAC: (to be confirmed at Contract Award)
 - 5.2.3. PWGSC: Director General, Services and Technology Acquisition Management Sector, Procurement Branch
- 5.3. **Note:**
 - 5.3.1. The PIF Board Secretary will be a HC resource; and,
 - 5.3.2. A minimum of two HC and one PWGSC representatives must attend each board meeting (& the INAC representative, should the APC be part of the meeting).
- 5.4. The PIF Board will be responsible for:
 - 5.4.1. Approving the PEP and any changes required, as prepared and recommended by the PET;
 - 5.4.2. Considering the PET Report for each PIF evaluation period and discussing it with the PET Chair and the Contractor, and, if appropriate, with other Government representatives;
 - 5.4.3. Authorizing the amount of the PIF payable for each evaluated PIF Period; and,
 - 5.4.4. Issuing the PIF determination report, or letter, to the Contractor, the PET Chair and the PWGSC Contracting Authority, for each evaluated PIF Period and specifying the PIF to be paid or withheld, as applicable, and the basis for the PIF Board's determination.
- 5.5. The PIF Board will exercise the following authorities:
 - 5.5.1. The decision of the PIF Board must be exercised by a consensus of Board members present.
 - 5.5.2. A meeting of the PIF Board must be held if one member of the Board requests such meeting.

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- 5.5.3. The PIF Board will review and consider the recommendations of the PET as part of its overall assessment of the Contractor's performance for each PIF Period. The PIF Board must also consider any reports or observations received from the Contractor.
- 5.5.4. The PIF Board is not bound to follow the recommendations of the PET and may, contrary to the advice provided, but acting at all times reasonably and fairly, either release or withhold payment of the PIF in whole or in part. Payment of the PIF in such instances will only be released after the signature of the Record of Decision by the PIF Board.
- 5.5.5. If, in the opinion of the PIF Board, the PET and/or the Contractor have not provided sufficient information to the Board to allow it to render its decision, the PIF Board will request the PET and/or the Contractor to provide the missing information. If such request for information is made of the Contractor, the Contractor must provide such information as soon as possible.
- 5.5.6. The PIF Board's final decision will be binding on the Contractor and will not be subject to dispute under the Contract or at law nor the Alternate Dispute Resolution provisions of the Contract. The only circumstance where the Board's decision will be reviewed by the Project Authority is in the case of demonstrable error.
- 5.5.7. The PIF Board will unilaterally approve the PEP for each Performance Period.
- 5.5.8. The PIF Board may specify areas of emphasis for contract performance by changing the performance criteria elements and/or their weighting at the outset of each PIF period. These areas will be selected to enhance the delivery of services and motivate the Contractor to make best use of all resources continuously.
- 5.5.9. To preserve the incentive nature of the PIF, the PIF Board may reallocate the weighting of the Performance Criteria, delete Performance Criteria or add new Performance Criteria, within a PIF Period, due to delays caused by the Project Authority, special emphasis areas such as the APC, special circumstances and changes to the Service Delivery Standards or the Statement of Work (SOW). Changes to an approved PEP during an applicable PIF Period requires agreement in writing by both the Project Authority and the Contractor. If such an agreement cannot be reached, the final decision of the PIF Board will be binding.
- 5.5.10. The PIF Board may modify or substitute the Board's membership unilaterally.
- 5.6. The Performance Evaluation Team (PET) will be comprised of the following:
- 5.6.1. HC: Project Authority (Chairperson) and two other representatives to be announced at contract award
- 5.6.2. INAC: Director, Economic Development Programs (in capacity as APC authority)
- 5.6.3. PWGSC: Contracting Authority
- 5.7. The PET has overall responsibility for the development of the Performance Evaluation Plan (PEP). Other responsibilities of the PET include:
- 5.7.1. Drafting the PIF Performance Criteria and relevant weighting to be unilaterally applied by Canada for each PIF Period for the PIF Board's approval;
- 5.7.2. Preparing a separate PEP for each PIF Period and obtaining the PIF Board's approval for the proposed PEP;
- 5.7.3. Recommending appropriate changes to the PEP for consideration and approval by the PIF Board;

- 5.7.4. Informing the Contractor, in writing, of the PEP applicable performance criteria and relevant weighting for each PIF Period;
- 5.7.5. Conducting ongoing evaluations during each PIF Period of the Contractor's performance based upon the Contractor's monthly self-evaluation reports and such additional performance information as may be obtained from other relevant sources;
- 5.7.6. Providing regular feedback to the Contractor of the PET's ongoing assessment of the Contractor's performance during each PIF Period; and,
- 5.7.7. Submitting a PET Report to the PIF Board, based upon the Performance Monitors' report and covering the PET's findings and recommendations for the evaluation of the Contractor's performance, for each PIF Period.
- 5.8. The PET's Chairperson's functions will include convening PET meetings, controlling attendance and chairing the meetings.
- 5.9. The PET's function will include:
- 5.9.1. Appointing Performance Monitors and ensuring they are given proper instructions and guidance;
- 5.9.2. Requesting and obtaining performance information from other sources or personnel involved in observing the Contractor's performance, as appropriate;
- 5.9.3. Calling on personnel from various organizational units to consult, as needed, with the PET;
- 5.9.4. Assuming responsibility for the actual preparation and approval of the PET Report and other documentation such as the PET meeting minutes; and,
- 5.9.5. Ensuring the timeliness for the completion of the PIF evaluation process.
- 5.10. The Performance Monitors will include representatives from HC and INAC. PWGSC will be consulted by HC as appropriate. The Performance Monitors are working-level specialists, or others, familiar with their assigned areas of responsibility.
- 5.11. The Monitors' duties generally are in addition to, or an extension of, their regular responsibilities. The Performance Monitors should maintain ongoing open and objective communication with their Contractor counterparts while conducting their assessment and emphasize positive as well as negative performance.

6. PIF Evaluation Process and General Timeframes

- 6.1. The evaluation process for each PIF period begins when the PIF Board approves the PEP developed by the PET. The following table illustrates the steps and the general timeframes for the PIF evaluation process to be completed for each PIF Period:

Steps	Timeframe
1. The Contractor is provided an opportunity to comment on its performance during each PIF Period by providing its monthly self-evaluation reports to the PET.	Within 5 working days of the end of the month
2. The PET provides comments to the Contractor on its monthly self-evaluation report.	Within 5 working days of receipt of the monthly report

Steps	Timeframe
3. The PET initiates the drafting of the new PEP for the subsequent PIF period	6 months prior to the new PIF period.
4. Contractor submits a consolidated self-evaluation report to the PET at the end of the PIF Period.	Within 5 working days after the end date of the PIF Period
5. The Contractor and the PET agree on the contents of the PEP for the subsequent PIF period	5 days prior to the end of the PIF period.
6. The Performance Monitors submit their reports to the PET Chair for each PIF Period upon the completion of the period, covering their findings and recommendations for the evaluated PIF Period.	10 working days after receipt of the Contractor's self-evaluation report
7. The PET will then: <ul style="list-style-type: none"> a) meet to review and assess the Contractor's self-evaluation reports, the Performance Monitors' Report and the findings/minutes of PET meetings; b) prepare its PET Report with its recommendations & its proposed PEP for the next PIF Period; c) submit its Report to the PIF Board & the Contractor; and, d) submit its proposed PEP to the PIF Board. 	Within 20 working days of the date of receipt of Performance Monitors' report
8. Contractor submits its response to the PET Report to the PIF Board for consideration.	Within 5 working days of receipt of the PET Report
9. The PIF Board will then: <ul style="list-style-type: none"> a) consider the PET Report and the Contractor's reports to the PET; b) consult, at its discretion, with the PET and/or the Contractor to discuss the PET Report & request additional information as required; c) make a determination as to the amount of PIF amount to be paid; and, d) submit its determination on the PIF and PEP for the subsequent year in writing to the Contractor, with a copy to the PET and the PWGSC Contracting Authority within 5 working days,. 	PIF Board meeting to be scheduled within 40 working days of the end of the PIF Period
10. The PIF Board approves the PEP for the next PIF Period.	Done concurrently with step 9

Steps	Timeframe
11. The PET informs the Contractor in writing of the PEP for the subsequent PIF Period.	Within 10 working days of the PIF Board's determination.
12. The Contractor submits a request for payment of the PIF, as applicable.	In accordance with Article 7.6.12 of the Contract

- 6.2. The PEP will outline the applicable PIF Performance Criteria, PIF Scoring Guide and allocation of the PIF Fee.
- 6.3. The PIF performance criteria will be established at the beginning of each performance evaluation period based on elements of the Contract, including all its Annexes. The development of the criteria will be at the discretion of the PIF Board. The PIF Performance Criteria and/or their weighting will vary in each period depending on where emphasis on performance is required. A numerical rating will be assigned for each evaluation criterion. A total evaluation score of greater than 60% over all the criteria must be obtained for any PIF to be paid.
- 6.4. Examples of possible PIF Performance Criteria to be used in evaluating and grading the Contractor's performance are provided below; these are illustrative examples only and the actual criteria will be outlined in each PEP. The PEP will also indicate the weighting and PIF scoring guide to be applied as well as the procedures surrounding their application.
- 6.4.1. Examples of the possible PIF Performance Criteria for the **Pre-implementation Phase** of the requirement are as follows:

Examples of Performance Criteria		Weight (%)
1	All paper and electronic claims used in the simulation exercise are processed in accordance with NIHB business rules and operational service levels	30%
2	The effectiveness of the Contractor's Communication Strategy	25%
3	Pre-Implementation Planned milestones are delivered in advance of projected deadlines	20%
4	Contractor's ability to deliver all services on day 1 of Operations	10%
5	The effectiveness, accessibility and availability of the Contractor's Management Team	5%
6	Contractor has exceeded its APC commitment for the period	10%

- 6.4.2. Examples of the PIF Performance Criteria for the first 12 months of the **Operations Phase** are as follows:

Examples of Performance Criteria		Weight (%)
1.	Exceeding Service delivery standards by obtaining a score of 98.5% or greater	15%
3	Provider Satisfaction with the Provider Claims Processing Call-Centre and claims payment	10%
4	The reduction in the return rate for paper claims	15%
5	The reduction in the reject rate for electronic and paper claims	10%
6	The increased use of EDI by providers	15%

Examples of Performance Criteria		Weight (%)
7	The confidentiality, integrity and availability of the HICPS systems, data and services	10%
e	Program Improvements measured in terms of time/cost savings and improved Provider satisfaction/confidence	5%
9	The effectiveness, accessibility and availability of the Contractor's Management Team	5%
10	The Contractor has exceeded all of its APC commitment for the period	15%

6.4.3. Examples of PIF Performance Criteria for the of the **Phase-Out Period** are as follows:

Examples of Performance Criteria		Weight (%)
1	Provide information and timely transfer of clean data, as requested by HC	20%
2	Performance of the Work	15%
3	Quality of the Work	15%
4	Management and Administration	15%
5	Communications with all stakeholders (effectiveness, timeliness, etc.)	15%
6	The degree to which the Minimum APC Value (including Direct Benefits) for the entire contract has been exceeded, and by how much	20%

6.5. Each performance area will be evaluated by the Performance Evaluation Team with respect to all proposed performance criteria using a PIF Scoring Guide. An illustrative example of the narrative and percentage guidelines for scoring each criterion for each performance area are provided below.

Score Category	Percentage Score	Narrative Description
Outstanding	90% - 100%	The Contractor has demonstrated creativity , ingenuity, initiative, and/or excellent performance under unusual conditions; Performance Monitors cannot cite any areas requiring improvement; the PET Report includes concrete examples of outstanding performance provided by the Contractor and the PIF Board supports the grade.
Superior	80% – 89%	The Contractor has consistently maintained a high level of performance. Although there may be minor room for improvement, Performance Monitors have not specified a relatively significant need for corrective actions; the PET Report supports the Performance Monitors' findings and the PIF Board supports the grade.

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

Score Category	Percentage Score	Narrative Description
Satisfactory	61% - 79%	The Contract requirements have been satisfactorily met and in some cases marginally exceeded; the Performance Monitors have cited only a few minor areas requiring improvement; the PET Report supports the Performance Monitors' findings and the PIF Board supports the grade.
Poor	60% and below	The Contractor would receive this grade under the following circumstances: The Contractor has been cited for poor quality and/or lack of performance. The PIF Board will make a final determination after due consideration of the findings of the Performance Monitors and the PET.

Solicitation No. - N° de l'invitation
HT426-144642/F
Client Ref. No. - N° de réf. du client
HT426-144642

Amd. No. - N° de la modif.
File No. - N° du dossier
008xfHT426-144642

Buyer ID - Id de l'acheteur
008xf
CCC No./N° CCC - FMS No./N° VME

ANNEX G

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization
(Use form DND 626 for contracts for the Department of National Defence)

Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche
(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

Contract Number

Enter the PWGSC contract number.

Numéro du contrat

Inscrire le numéro du contrat de TPSGC.

Contractor's Name and Address

Enter the applicable information

Nom et adresse de l'entrepreneur

Inscrire les informations pertinentes

Security Requirements

Enter the applicable requirements

Exigences relatives à la sécurité

Inscrire les exigences pertinentes

Total estimated cost of Task (Applicable taxes extra)

Enter the amount

Coût total estimatif de la tâche (Taxes applicables en sus)

Inscrire le montant

For revision only

Aux fins de révision seulement

TA Revision Number

Enter the revision number to the task, if applicable.

Numéro de la révision de l'AT

Inscrire le numéro de révision de la tâche, s'il y a lieu.

Total Estimated Cost of Task (Applicable taxes extra) before the revision

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

Increase or Decrease (Applicable taxes extra), as applicable

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

1. Required Work: Complete sections A, B, C, and D, as required.

1. Travaux requis : Remplir les sections A, B, C et D, au besoin.

A. Task Description of the Work required:

Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task.

(a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

A. Description de tâche des travaux requis :

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:**Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :**Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

3. Contractor's Signature

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

2. Autorisation(s) :

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

3. Signature de l'entrepreneur

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date