



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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

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	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client HT426-144642	Date 2017-07-06
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 2017-08-11	
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:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Health Information and Claims Processing Services

Request for Proposals

HT426-144642/F

Please note that Amendment 003 replaces Amendment 002 to correct page 1.

Questions & Answers Set #2

Question 5:

The Bidder has examined the Request For Proposal (RFP) documents. Considering the amount of interlinked topics to be covered in the response and its pricing we feel that 6 weeks is likely insufficient to ensure a compliant response. The Bidder would like to therefore respectfully request a minimum 4 week extension to the current RFP deadline.

Answer 5:

Ref: Page 1 of the RFP

The closing date is changed to August 11, 2017. Please see RFP Change #2 below.

Question 6:

Given that there is an incumbent currently providing the HICPS services and an incumbent response will have materially less pre-implementation expense, how will the Crown provide procurement Fairness for non-incumbent bidders? With the financial evaluation at 30% this will have significant impact on a proposal.

Answer 6:

Ref: Article 4.1.6 of the RFP

It is inevitable in any re-procurement situation that the incumbent Contractor will have some advantage especially during the Pre-Implementation phase. In this instance, Canada asserts that the advantage is minimal and does not represent a material amount. The current SOW includes many new requirements compared to the existing contract. Also, the costs associated with the Pre-Implementation phase represent a relatively low percentage of the overall bid price. In response to industry feedback to Request for Information #3, and after assessing all relevant factors, the weighting of financial and

technical scores has been set to 70/30 to minimize the impact of price differences and places increased importance on providing a strong technical response.

Question 7:

Section 2.9 of the RFP states that Canada will own any IP other than software. Does Canada own all current IP in the existing contract and is this IP available to a new successful bidder?

REF:

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.

Answer 7:

Ref: Section 2.3 of the SOW

Canada is procuring health information and claims processing services. As such, Canada will retain any and all rights to any IP arising from these services where foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software. Any solution or system used by the Contractor to provide these services to Canada, therefore, would be considered as background IP belonging to the Contractor.

Similarly, for the existing contract, Canada only owns the foreground IP subject to copyright, which includes the data, reports, manuals, and adjudication rules. Canada does not own any of the IP pertaining to the software, system, or processes related to the services. The relevant data from the existing contract will be provided to the new Contractor in accordance with Section 2.3 of the Statement of Work

Question 8:

Several of the links to policies in the PDF version of the published RFP document are not active. Could you please provide a Word version to facilitate the retrieval of those links?

Answer 8:

The policies and laws referenced in the RFP can be found online at <https://buyandsell.gc.ca> <http://laws.justice.gc.ca/> and at other Government of Canada web sites. If there are specific laws or policies that cannot be found online, please provide the RFP reference and a link will be provided.

Question 9:

In the SACC Manual 2035, the government states that the 'Work' (including all activities and services to be performed or delivered by the bidder) will belong to the Government. Copyright in 'Materials' created by the bidder as part of the services will also belong to the government. However, in the Bidder Instructions (art. 2.9.1), it appears that the government is requesting ownership right to foreground IP only. In the context of the Health Information and Claims Processing Services, the Contractor would generally remain the owner of the Intellectual Property. Please confirm that Canada will not own the IP in and to the Health Information and Claims Processing Services.

Answer 9:

Please refer to Answer 7. Canada will retain the IP arising from the Health Information and Claims Processing Services, where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software. The Contractor will own all other IP, including background IP, computer software, and all documentation pertaining to that software.

RFP Changes

2. At Page 1:

Delete: 2017-07-28

Insert: 2017-08-11

All other terms and conditions of the Bid Solicitation remain unchanged.