



Canada Lands Company  
Société immobilière du Canada

RFP No.

HR-2021-07

Issue Date:

November 15, 2021

Submission Deadline:

December 20, 2021



## **Request for Proposals**

Group Benefit and Insurance Plan Provider

## Table of Contents

<b>1. INTRODUCTION .....</b>	<b>1</b>
1.1. Company Description .....	1
1.2. Scope of Work .....	1
1.3. Form of Agreement .....	2
1.4. RFP Tentative Timetable.....	2
1.5. RFP Coordinator .....	2
<b>2. RFP TERMS AND PROCEDURES .....</b>	<b>3</b>
2.1. Definitions .....	3
2.2. Definitions of Schedules.....	5
2.3. Rules of Interpretation.....	5
2.4. RFP Information .....	5
2.5. Clarification and Questions .....	6
2.6. Receipt Confirmation .....	7
2.7. Proposal Submission .....	7
2.8. Withdrawal of Proposal.....	7
2.9. Amendment of Proposal .....	7
2.10. Completeness of Proposal.....	8
2.11. Proponent's Proposals.....	8
2.12. Proposal Irrevocability.....	8
2.13. Acceptance of RFP .....	8
2.14. Amendments to the RFP.....	8
2.15. Clarification of Proponent's Proposal .....	9
2.16. Verification of Information .....	9
2.17. Proposal Acceptance .....	9
2.18. Substantial Compliance.....	9
2.19. No Publicity or Promotion .....	10
2.20. Debriefing .....	10
2.21. Confidentiality.....	10
2.22. Personal Information .....	11
2.23. Access to Information Act.....	11
2.24. Reserved Rights (General).....	12
2.25. Reserved Rights (as to Preferred Proponent) .....	13
2.26. Proponent's Costs.....	13
2.27. No Liability .....	13
2.28. Assignment.....	14
2.29. Priority of Documents .....	14
2.30. Governing Law.....	14

<b>3. PROPOSAL EVALUATION, FORMAT AND CONTENTS.....</b>	<b>14</b>
3.1. General .....	14
3.2. Proposal Format.....	15
3.3. Proposal Contents – Mandatory Requirements and Rated Information .....	16
3.4. Oral Presentation .....	41
3.5. Reference Verification .....	42
3.6. Tie Break Process .....	42
3.7. Preferred Proponent .....	42
<b>SCHEDULE 1 SCOPE OF WORK .....</b>	<b>44</b>
<b>SCHEDULE 2 PROPOSAL CHECKLIST SCHEDULE.....</b>	<b>57</b>
<b>SCHEDULE 3 MANDATORY REQUIREMENTS CHECKLIST SCHEDULE .....</b>	<b>58</b>
<b>SCHEDULE 4 UNFAIR ADVANTAGE AND CONFLICT OF INTEREST STATEMENT SCHEDULE ..</b>	<b>59</b>
<b>SCHEDULE 5 CORPORATE OVERVIEW SCHEDULE .....</b>	<b>60</b>
<b>SCHEDULE 6 PRICING SCHEDULES .....</b>	<b>61</b>
<b>SCHEDULE 7 DECLARATION AND CERTIFICATION SCHEDULE.....</b>	<b>73</b>
<b>SCHEDULE 8 REFERENCES SCHEDULE.....</b>	<b>75</b>
<b>SCHEDULE 9 RECEIPT CONFIRMATION SCHEDULE .....</b>	<b>76</b>
<b>SCHEDULE 10 FORM OF AGREEMENT SCHEDULE .....</b>	<b>78</b>
<b>SCHEDULE 11 CERTIFICATE OF COMPLIANCE.....</b>	<b>105</b>
<b>SCHEDULE 12 NON-DISCLOSURE AGREEMENT .....</b>	<b>106</b>

REQUEST FOR PROPOSALS  
RFP NO: HR-2021-07

# 1. Introduction

## 1.1. Company Description

Canada Lands Company CLC Limited (the “**Company**”) is a non-agent Crown corporation that carries out real estate business in all regions of Canada. The Company also owns and operates the CN Tower in Toronto, Ontario, and is an affiliate of Old Port of Montreal Corporation Inc. which owns and operates the Old Port of Montreal and the Montreal Science Centre in Montreal, Quebec.

The Company’s activities ensure that government properties are redeveloped or managed in accordance with their highest and best use, and that they are harmoniously reintegrated into local communities to meet the needs of Canadians and provide them and their families with inspiring and sustainable new neighbourhoods in which they can live, work and play.

## 1.2. Scope of Work

This RFP is issued for the purpose of obtaining Proposals from leading-edge, established, and reputable carriers of employee group benefit and insurance plans, that are able to act as the service provider for the Company (the “**Scope of Work**”).

Proposals will be accepted for either or both of the following two benefit groups. Modifications to groupings will not be accepted; Proposals must include coverage for all listed benefits within the group to be considered.

**Group A:**

1. Employee Basic Life;
2. Dependent Life;
3. Optional Life;
4. Accidental Death and Dismemberment (“AD&D”);
5. Business Travel Accident;
6. Short Term Disability (“STD”) / Salary Continuance Adjudication; and
7. Long-Term Disability (“LTD”).

**Group B:**

1. Extended Health – Including Drugs, Health, Vision, Health Care Spending Account (“HCSA”);
2. Dental; and,
3. Out of Country/Province Emergency Travel and Travel Assist.

This is described in more detail in the Scope of Work Schedule and Plan Specification File.

### 1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “**Agreement**”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

It is anticipated that the Agreement will be signed on or around March 31, 2022.

The term of the Agreement is three (3) years, with an option in favour of the Company to extend the agreement for two (2) additional periods of three (3) years each.

### 1.4. RFP Tentative Timetable

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	November 15, 2021
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	November 26, 2021
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	December 8, 2021
RFP Submission Deadline	December 20, 2021 by 9:00am ET
Oral Presentation (see Section 3.4)	Week of February 28, 2022
Anticipated Agreement Start Date	January 1, 2023

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will post any such change on [buyandsell.gc.ca](http://buyandsell.gc.ca).

### 1.5. RFP Coordinator

#### 1.5.1. Restricted Communications

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Coordinator:

Name: Jennifer Colucci  
Title: Total Rewards and Analytics Manager  
Address: 1 University Ave. Suite 1700 Toronto, Ontario M5J 2P1  
Phone #: 416-214-1396  
E-mail address: jcolucci@clc.ca

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

### **1.5.2. Authorized Amendments, Waivers, Information or Instructions**

From the date of issue of the RFP through any award notification, only the RFP Coordinator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Coordinator. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

## **2. RFP Terms and Procedures**

### **2.1. Definitions**

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“**Addendum**” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and “**Addenda**” has a corresponding meaning).

“**Agreement**” has the meaning ascribed in Section 1.3 (Form of Agreement).

“**Applicable Law**” and “**Applicable Laws**” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“**Business Day**” or “**Business Days**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Ontario, or as otherwise agreed to by the parties in writing.

“**Company**” has the meaning ascribed to it in Section 1.1 (Company Description).

**“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

**“days”** means calendar days.

**“Eligible Proposal”** means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

**“Evaluation Team”** means the individuals who have been selected by the Company to evaluate the Proposals.

**“Personal Information”** means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

**“Preferred Proponent”** means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

**“Proponent”** or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

**“Proposal”** or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.

**“Request for Proposals”** or **“RFP”** means this Request for Proposals issued by the Company and all schedules thereto.

**“RFP Submission Deadline”** means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

**“RFP Coordinator”** means the individual identified in Section 1.5 (RFP Coordinator).

**“Schedule”** means one of the schedules to this RFP listed at Section 2.2 (and **“Schedules”** has a corresponding meaning).

**“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

## 2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Proposal Checklist Schedule”	Schedule 2
“Mandatory Requirements Checklist Schedule”	Schedule 3
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 4
“Corporate Overview Schedule”	Schedule 5
“Pricing Schedule”	Schedule 6
“Declaration and Certification Schedule”	Schedule 7
“References Schedule”	Schedule 8
“Receipt Confirmation Schedule”	Schedule 9
“Form of Agreement Schedule”	Schedule 10
“Certificate of Compliance Schedule”	Schedule 11
“Non-Disclosure Agreement”	Schedule 12

## 2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

## 2.4. RFP Information

### 2.4.1. Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

### 2.4.2. Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.



Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

## 2.5. Clarification and Questions

### 2.5.1. Submission

Proponents must submit requests for clarification in writing by email to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted no later than November 26, 2021.

### 2.5.2. Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.5.1 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on [buyandsell.gc.ca](http://buyandsell.gc.ca). In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

### 2.5.3. Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on [buyandsell.gc.ca](http://buyandsell.gc.ca) by December 8, 2021, unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

## 2.6. Receipt Confirmation

Proponents are requested to complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

## 2.7. Proposal Submission

### 2.7.1. General

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), bear the Proponent's name, email address, and RFP No. HR-2021-07, and addressed to:

CANADA LANDS COMPANY CLC LIMITED  
jcolucci@clc.ca  
Attention: RFP Coordinator

Applications received after the RFP Application Deadline shall not be considered and shall be deleted without being read. Each Proponent is responsible for the actual delivery of its Application to the email address listed above.

Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely in English and/or French may be disqualified.

Proposals (excluding Pricing) should be no longer than 100 pages. In addition to the 100 pages, Proponents may include any relevant sample documents, brochures, and reports.

### 2.7.2. Receipt

Every Proposal received will be date/time stamped at the location referred to in Section 2.7.1 (General).

## 2.8. Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

## 2.9. Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return amended Proposals.

## 2.10. Completeness of Proposal

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

## 2.11. Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Company and will not be returned to the Proponents.

## 2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 120 days from the RFP Submission Deadline.

Proposals will not be opened publicly.

## 2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

## 2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

## 2.15. Clarification of Proponent's Proposal

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

## 2.16. Verification of Information

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

## 2.17. Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3 - *Proposal Evaluation, Format and Contents*, will form a part of the evaluation process.

## 2.18. Substantial Compliance

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

## 2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

## 2.20. Debriefing

Not later than 15 calendar days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

## 2.21. Confidentiality

### **2.21.1. Company Confidential Information**

To participate in this RFP, the Proponent shall complete and return a copy of a Non-Disclosure Agreement ("NDA"), the form of which is attached as Schedule 12 to this RFP. Once the Proponent has returned the properly completed NDA, the Company, via the RFP Coordinator, will release a confidential plan specification file and comprehensive pricing schedules (including current rates), which will be required for proper completion of a Proposal.

The confidential plan specification file will include:

1. Contracts, booklets, and STD adjudication agreement
2. Collective bargaining agreements
3. Rate history
4. Pooling experience
5. Claims experience
6. Current reserves
7. Plan design – including underwriting requirements
8. Employee data

### **2.21.2. Proponent Confidential Information**

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents' Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

### **2.21.3. Copies of Materials**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

## **2.22. Personal Information**

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

## **2.23. Access to Information Act**

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

## 2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. select different Proponents for Group A and Group B, or only one Proponent for both Groups A and B;
- m. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;

- n. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- o. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

## 2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within 15 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for concluding the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, terminate the discussions (and proceed per (b) below);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind any invitation to execute the Agreement, and begin discussions with the next highest-ranked Proponent; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

## 2.26. Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

## 2.27. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.



- b. It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

## 2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

## 2.29. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

## 2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

# 3. Proposal Evaluation, Format and Contents

## 3.1. General

Proposals will be accepted for either or both of the following two benefit groups. Modifications to groupings will not be accepted; Proposals must include coverage for all listed benefits within the group to be considered.

### **Group A:**

1. Employee Basic Life;
2. Dependent Life;
3. Optional Life;
4. Accidental Death and Dismemberment ("AD&D");
5. Business Travel Accident;
6. Short Term Disability ("STD") / Salary Continuance Adjudication; and
7. Long-Term Disability ("LTD").

**Group B:**

1. Extended Health – Including Drugs, Health, Vision, Health Care Spending Account (“HCSA”);
2. Dental; and,
3. Out of Country/Province Emergency Travel and Travel Assist.

Additional points will be awarded to Proponents who provide Proposals under both Group A and Group B.

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Description		Points		Minimum Score
		Group A	Group B	
Stage I	Mandatory Requirements	(Pass/Disqualification)		Pass
Stage II	Rated Information (Part A)	15		10
	Rated Information (Part B)	190		115
	Rated Information (Part B1)	65	-	40
	Rated Information (Part B2)	-	65	40
	Rated Information (Part C)	5		0
Stage III	Rated Information (Part D1)	200	-	125
	Rated Information (Part D2)	-	200	125
Stage IV	Oral Presentation (Optional)	10		5
Stage V	Reference Verification	(Pass/Disqualification)		Pass
Total		Up to 485	Up to 485	295

Note: Total for Group A and Group B do not get added together and will be calculated separately to determine the Preferred Proponent for each group.

Proposals that reach or exceed the minimum score for a given stage or rated information will be eligible to proceed to the next stage of the evaluation process (an Eligible Proposal).

Every Proponent should refer to the Proposal Checklist Schedule to verify that it has included in its Proposal everything requested by this RFP.

## 3.2. Proposal Format

### 3.2.1. General

The Proponent’s Proposal should be comprised and formatted as follows:

- a. One (1) attachment named “Name of the Proponent – Proposal” to the email identified in Section 2.7 (Proposal Submission), containing (1) electronic copy in PDF format, excluding the Pricing Schedule(s).
  - **Proposals (excluding Pricing) should be no longer than 100 pages.**

- In addition to the 100 pages, Proponents may include any relevant sample documents, brochures, and reports.
- b. One (1) attachment named “Name of the Proponent – Pricing Schedule” to the same email containing one (1) electronic copy in Excel format of the Pricing Schedule(s) and Financial Questionnaire(s).

### **3.2.2. Technical Issues**

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed 15 MB in size; information may be split up into separate documents, if necessary;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.8 and following (*Rated Information and Pricing*); and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures). In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

## **3.3. Proposal Contents – Mandatory Requirements and Rated Information**

Proposals should respond to the requirements and questions listed in the chart below in a written document.

Proposals must contain the information listed under the heading “Mandatory Requirements” below. A failure to do so will result in the Proposal being disqualified. If a “Mandatory Requirement” refers to a Schedule, then Proponents should provide responses to the “Mandatory Requirements” in the corresponding Schedule.

Proposals should address the information listed under the heading “Rated Information” below. Rated information will be scored and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of its Proposal under corresponding headings, or in a Schedule, if directed.

STAGE I: MANDATORY REQUIREMENTS	Evaluation
<p><b>3.3.1. Mandatory Requirements Checklist</b></p> <p>The Proposal must include a completed Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.2. Declaration and Certification</b></p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.3. Unfair Advantage and Conflict of Interest Statement Schedule</b></p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.4. References</b></p> <p>The Proposal must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.5. Bilingual Company/Plan Member Services</b></p> <p>The Proposal must indicate that the Proponent has the ability to deliver all Company and plan member services in both official languages (English and French). This includes but is not limited to client relationship services and support, reports, online platforms, plan member support services, correspondence, letters, emails, forms, statements, and all other notifications.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.6. Proponent Consortium Information</b></p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> <li>a. one member of the consortium shall be the Proponent; and</li> <li>b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium</li> </ul>	<p><i>Pass or Disqualification</i></p>

<p>members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement.</p> <p>Where a consortium is not responding to this RFP, the Proponent shall respond by stating “Not Applicable”.</p>	
<p><b>3.3.7. Certificate of Compliance</b></p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule. The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal. Failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>

STAGE II: RATED INFORMATION	Scoring	Evaluation						
Part A - Corporate Overview		Available Points: 15						
<p><b>3.3.8. Corporate Overview</b></p> <p>Every Proponent should complete the Corporate Overview Schedule.</p>	5	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly provide all information requested in Schedule 5.</p>						
<p><b>3.3.9. Financial Viability</b></p> <p>The Proponent should confirm all requested financial details necessary to adequately establish the Proponent’s financial capability for the activities contemplated by the Scope of Work and otherwise set out in this RFP.</p>	Pass / Fail	<p>To obtain a passing score for this evaluation criterion, a Proponent must clearly provide a yes or no response for the requested financial details. A “No” response will result in a failing score and will disqualify a Proposal.</p> <p>Please confirm a three-year history of your financial stability by marking an “X” in the respective box:</p> <table border="1" data-bbox="808 1772 1471 1913"> <thead> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>Confirm your organization’s industry rating is currently in good standing and in future trending (ex. on Moody’s, S&amp;P, Dominion Bond, etc.).</td> <td style="width: 40px; height: 40px;"></td> <td style="width: 40px; height: 40px;"></td> </tr> </tbody> </table>		Yes	No	Confirm your organization’s industry rating is currently in good standing and in future trending (ex. on Moody’s, S&P, Dominion Bond, etc.).		
	Yes	No						
Confirm your organization’s industry rating is currently in good standing and in future trending (ex. on Moody’s, S&P, Dominion Bond, etc.).								

		Confirm your organization's levels of assets, ratio of capital and surplus is currently in good standing.		
		Confirm if this contract were to be awarded to you, your organization's availability of capital and surplus would be good standing.		
		In the event of bankruptcy, does ASSURIS provide coverage to your contract holders and to its insured members?		
<p><b>3.3.10. Corporate Social Responsibility</b></p> <p>The Proponent should include information regarding their organization's formally published policies and commitments to corporate social responsibility, especially as it relates to diversity and inclusion, and environmental sustainability. In the absence of any formal published policies, the Proponent should include information outlining the active steps currently being undertaken to support and promote corporate social responsibility within their organization.</p>	10	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must provide the requested information outlining their formal policies and/or active steps undertaken that clearly demonstrate their commitment to corporate social responsibility, including:</p> <ul style="list-style-type: none"> <li>a) Diversity and Inclusion (5 points)</li> <li>b) Environmental Sustainability (5 points)</li> </ul>		

<b>Part B - General Scope of Work Capabilities and Related Matters</b>		<b>Available Points: 190</b>		
<p><b>3.3.11. Scope of Work Capabilities</b></p> <p>The Proponent should review the Scope of Work and demonstrate its understanding of, and ability to perform, the activities contemplated therein. The Proponent should describe the approaches the Proponent</p>	130	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must demonstrate extensive expertise and provide relevant information within each of the areas set out in the Scope of Work.</p> <p>Proponents will be evaluated based on responding comprehensively and clearly to the requirements of Schedule 1 and shall include any documents, information, and exceptions that may add clarity to their Proposal.</p>		

<p>proposes to take to meet the Scope of Work requirements and provide samples as appropriate.</p>	<p>Evaluation will be broken down based on the Scope of Work as follows:</p> <ol style="list-style-type: none"> <li>1. Contract and Collective Bargaining Agreement Adherence (50 points – Proposals adhering identically to the current Contracts and Collective Bargaining Agreements will be awarded full points. Proposals deviating from current Contracts and Collective Bargaining Agreements will be deducted points in proportion to the materiality of that deviation as determined by members of the Evaluation Committee)</li> <li>2. Benefit Administration Function (10 points)</li> <li>3. Claims Review, Adjudication and Reporting (10 points)</li> <li>4. Renewal and Annual Financial Preparation (10 points)</li> <li>5. Agreements; Contract and Booklet Maintenance (10 points)</li> <li>6. Service Commitment / Agreement (10 points)</li> <li>7. Member Experience (10 points)</li> </ol> <p>Please complete Schedule 9 to confirm which benefit Group (A, B, or A and B) you will be submitting a Proposal for. The Groups are:</p> <p><u>Group A:</u></p> <ol style="list-style-type: none"> <li>1. Employee Basic Life;</li> <li>2. Dependent Life;</li> <li>3. Optional Life;</li> <li>4. Accidental Death and Dismemberment;</li> <li>5. Business Travel Accident;</li> <li>6. Short Term Disability / Salary Continuance Adjudication; and</li> <li>7. Long-Term Disability.</li> </ol> <p><u>Group B:</u></p> <ol style="list-style-type: none"> <li>1. Extended Health – Including Drugs, Health, Vision and Health Care Spending Account;</li> <li>2. Dental; and,</li> <li>3. Out of Country/Province Emergency Travel and Travel Assist.</li> </ol>
--	--

		Additional points will be awarded to Proponents who provide Proposals for both Group A and Group B (+20 points).
<p><b>3.3.12. Data Security and Fraud Prevention</b></p> <p>The Proponent should provide information related to how privacy, data security and fraud prevention are managed within their organization, which may include relevant policies, procedures, and related documents.</p>	10	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested data security and fraud prevention details, including the following:</p> <ol style="list-style-type: none"> <li>1. Please confirm that the plan member’s personal information will be maintained in compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and any applicable provincial privacy legislation. (1 point)</li> <li>2. Please confirm that none of the Company’s data will be stored outside of Canada. (1 point)</li> <li>3. Please confirm that your organization has a disaster recovery plan that includes data backup storage at an offsite facility. Provide details. (1 point)</li> <li>4. Please indicate if your organization has experienced any major data breaches in the past 12 months. If so, please indicate how many plan members were affected. (1 point)</li> <li>5. Describe your audit and quality control review process, including: <ol style="list-style-type: none"> <li>a) The frequency this function is performed, and the percentage of claims that are audited (pre and post payment).</li> <li>b) The monitoring and auditing processes for electronically submitted claims and claims submitted directly by employee. (2 points)</li> </ol> </li> <li>6. Please describe the methodologies your organization uses to prevent and detect fraud, including: <ol style="list-style-type: none"> <li>a) Methods for monitoring overall claim utilization to detect possible areas of concerns.</li> </ol> </li> </ol>



		<p>b) Process for monitoring employee/claimant claims history to detect problems of possible overuse or fraud within plans. (2 points)</p> <p>7. Do you contact the Company if problems with particular providers, benefits, or employees are detected? If so, at what point in the process? (1 point)</p> <p>8. Please describe how you have helped other organizations find and correct misuse or fraud? (1 point)</p>
<p><b>3.3.13. Plan Enhancements and Value-Added Offerings</b></p> <p>The Proponent should provide information and documentation related to potential plan enhancements and value-added offerings contemplated within the Scope of Work.</p>	<p>10</p>	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide the requested information outlining their available plan enhancements and value-added service(s), including the following:</p> <p>1. If your standard offering includes additional coverage or enhancements to the provisions of the current group benefits plan design, please specifically identify such enhancements or additions. (4 points).</p> <p>a.) Is it possible to proceed without these enhancements or additions included? (+1 point for ability to opt-out at the Company's discretion)</p> <p>b.) Please confirm any value-added services or products provided within your quoted fees/rates (<i>Please do not add pricing details in response to this question</i>). Specifically, please identify any cost management measures that have been provided within collectively bargained groups that do not alter the plan design but generate savings through delivery. (5 points)</p>

**3.3.14. Competitive Advantage and Customer Service**

The Proponent should provide all relevant information and details related to their organization’s competitive advantage and customer service standards.

To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested competitive advantage and customer service details, including the following:

1. What key product(s) or service offering(s) differentiate your organization from your competitors? (2 points)
2. What internal processes are currently in place for ensuring a high service level is maintained? What response mechanisms are in place in case of errors, omissions, delays, etc.? (2 points)
3. How are incoming calls logged and what are your service standards for responding to plan member and/or administrator questions? Please provide call centre statistics for the most recent available 12-month period as per the chart below. (2 points)

10

	Service Standard	# of Calls Meeting Service Standard	% of Calls Meeting Service Standard
1 <sup>st</sup> Call Resolution			
Abandonment Rate			
Average Wait Time			

4. Does your organization record customer-service / plan member phone calls? If so, describe the process for pulling calls in case of disputed information. (2 points)
5. Confirm that all benefits will be extended upon request for employees on severance for the employee's minimum statutory notice period pursuant to employment standards legislation, even if extension of coverage is not prescribed by legislation. Would any benefits not be included? Please also detail your process for allowing longer extensions and confirm what period your organization is willing to extend benefits during a

		layoff or severance for without prior written authorization (e.g., up to 12 months). (2 points)
<p><b>3.3.15. Technology and Innovation</b></p> <p>The Proponent should provide information related to technology available to both plan members and the Company, which may include documents, brochures, graphics, and other demo tools.</p>	10	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested technology details, including the following:</p> <ol style="list-style-type: none"> <li>1. Describe what technology and/or technological advancements are currently in place to support plan members and the Company, and why they are superior to your competitors. (6 points)</li> <li>2. Please provide a roadmap, timeline, or further information regarding your organization's upcoming innovations in the near and medium term. (4 points)</li> </ol>
<p><b>3.3.16. Proposed Work Plan and Timeframe</b></p> <p>The Proponent should provide a detailed work plan of the activities contemplated by the Scope of Work, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.</p>	10	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested implementation details, including the following:</p> <ol style="list-style-type: none"> <li>1. Confirm your ability meet the implementation timeline of January 1, 2023. (1 point)</li> <li>2. Provide details regarding the typical timeline to complete the implementation process and transition of plan members details and entitlements. (3 points)</li> <li>3. Describe the training approach and support available to the Company during an implementation process. (3 points)</li> <li>4. Describe the communication and education support offered to plan members in order to facilitate a transition. (3 points)</li> </ol>

<p><b>3.3.17. Personnel</b></p> <p>The Proponent should submit information related to the qualifications and experience of personnel who will be assigned to perform activities contemplated by the Scope of Work, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.22 (Personal Information) before submitting any such personal information.</p>	<p>10</p>	<p>To obtain maximum points available for this evaluation criterion, a Proponent must demonstrate that its proposed team has both breadth and depth of experience (i.e., extensive experience in handling a variety of relevant group benefit programs, including work in a union/non-union environment within the public, private and not-for-profit sectors).</p> <p>Proponents will be evaluated based on the details provided regarding the proposed team, including the following:</p> <ol style="list-style-type: none"> <li>1. Please explain how you determine which service office is assigned to a client. If you are the Preferred Proponent, this will be confirmed as part of the service commitment/agreement. (1 point)</li> <li>2. Please provide the names, titles, roles, and a brief resume of representatives who would be directly involved with the Company. Identify your bilingual representatives and who the contact(s) would be for administration, service, and the presentation/negotiation of the annual renewals. (2 points)</li> <li>3. Please describe how the account management team will work with the Company on an ongoing basis and points of contact for the Company's Human Resources team on a day-to-day basis. (1 point)</li> <li>4. What is the average number of clients managed by the Account Manager and Service Representative(s) who will be responsible for the Company? (1 point)</li> <li>5. Describe your procedures for monitoring Company and plan member satisfaction. (2 points)</li> <li>6. Would you be willing to offer the Company's plan administrators a dedicated phone line? (1 point)</li> <li>7. Identify any additional team members that would be involved with any required implementation and transition, as well as the individual who would provide ongoing support following the transition. (1 point)</li> </ol>
---	-----------	---

		8. Please describe any parent/subsidiary/affiliate relationships. Please indicate if any portion of the service requirements will be subcontracted to a third party and disclose the nature of this arrangement. (1 point)
--	--	--

**Part B1 – Group A: Specific Scope of Work Capabilities and Related Matters**

Available Points: 65

Responses in this section are specific to Proposals for:

**Group A:**

1. Employee Basic Life;
2. Dependent Life;
3. Optional Life;
4. Accidental Death and Dismemberment (“AD&D”);
5. Business Travel Accident;
6. Short Term Disability (“STD”) / Salary Continuance Adjudication; and
7. Long-Term Disability (“LTD”).

If you are not submitting a Proposal for Group A, please proceed to Part B2.

<p><b>3.3.18. Disability Management Services</b></p> <p>The Proponent should provide all relevant information and procedural details related to their organization’s disability management services.</p>	45	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested disability management service details, including the following:</p> <ol style="list-style-type: none"> <li>1. Confirm that there are no exclusions on the basis of pre-existing conditions for present employees and their dependents with regard to any benefit on the date of transfer. (2 points)</li> <li>2. Confirm that the period of time an employee was insured under the prior contract will be applied in any determination of pre-existing condition exclusions under LTD. (1 point)</li> <li>3. Confirm that you will automatically approve Life Waivers once an employee is approved for LTD (even if adjudicated by a different insurer) and that you will not require separate applications. (1 point)</li> </ol>
--	----	--

	<p>4. Please provide your organization's statistics for STD and LTD separately for the following:</p> <ul style="list-style-type: none"> <li>a) Average turnaround time for review of claim information and decision (i.e., approve or decline).</li> <li>b) Average duration of claim.</li> <li>c) Average number of hours of rehabilitation support per case.</li> <li>d) Rate of repeat claims and declined claims for the most recent 12-month period available. (4 points)</li> </ul> <p>5. Please describe your STD and LTD claims adjudication process and timeline, including the following details:</p> <ul style="list-style-type: none"> <li>a) Upon receipt of claim, when is a case manager / claims specialist assigned? Within how many days is the employee contacted?</li> <li>b) Following claim approval, how frequently do follow-ups take place?</li> <li>c) Describe your process for ongoing claims management including important dates, follow-ups, change of definition reviews, etc.</li> <li>d) Briefly describe your dispute/appeal process when a claim is declined or does not meet the employee's expectations. (6 points)</li> </ul> <p>6. Briefly describe any specialized approach you take in relation to the following common claim types:</p> <ul style="list-style-type: none"> <li>a) Mental / psychological</li> <li>b) Musculoskeletal</li> <li>c) Chronic pain</li> <li>d) Comorbidities (e.g., musculoskeletal and mental) - What approach do you take to address the "Whole Person"? (2 points)</li> </ul> <p>7. Do you provide return to work services? If so, please briefly describe what is included. (2 points)</p> <p>8. Do you provide workplace assessments for those returning to work? If so, please briefly describe what is included. (2 points)</p>
--	---

	<p>9. Is pharmacogenetic testing included for disability claimants? (1 point)</p> <p>10. Describe the process you follow to pursue applications for CPP disability benefit entitlement. Do you assist with or initiate the CPP disability application when applicable? (1 point)</p> <p>11. Please indicate any medical practitioners and disability specialists that your organization has on staff to assist with disability management. (1 point)</p> <p>12. Please confirm if all of your employees managing disability are in-house or if they are contracted to an external provider (including, but not limited to; rehabilitation specialists, functional abilities evaluation / independent medical exam, etc.). (1 point)</p> <p>13. Please describe what reports are available for the Company to track claim status and claim trends for the STD and LTD programs. Please provide sample claim reports for review. Include the following details:</p> <ul style="list-style-type: none"> <li>a) If reports are available electronically and via a self-serve portal;</li> <li>b) How often could the Company expect to receive reports;</li> <li>c) If your disability team would facilitate quarterly disability management meetings with the Company.</li> <li>d) Please describe what information is shared/available to active disabled members? (4 points)</li> </ul> <p>14. Please describe how your organization manages mental health claims during the LTD elimination period and how you would co-ordinate case management with the Company's self-insured sick leave plan for these claims, where applicable. Does this process differ for the insured STD plan? (2 points)</p> <p>15. What case management tools are utilized to support early intervention in order to minimize the duration of the claim? Please clearly identify what</p>
--	--

		<p>is value-add versus fee-for-service. <i>(Please do not add pricing details in response to this question).</i> (2 points)</p> <p>16. Please provide information on your organization’s approach to disability claims management for:</p> <ol style="list-style-type: none"> <li>a) duration guidelines,</li> <li>b) independent medical examinations,</li> <li>c) ergonomic evaluations,</li> <li>d) functional ability evaluations</li> <li>e) change in definition and ongoing medical review.</li> </ol> <p>(5 points)</p> <p>17. What are the distinct differences in managing permanent vs. active LTD claims? (2 points)</p> <p>18. Are all disability claims reviewed for rehab potential? (1 point)</p> <p>19. How do you communicate disability decisions to employees and the Company? Please outline your process. (2 points)</p> <p>20. Describe your process around “buying-out” or proposing settlements for LTD claims, including the circumstances that might cause this to occur and how you would engage the Company in this process. Would the Company have the right to review and authorize settlements? (1 point)</p> <p>21. Please indicate any other disability management differentiators. (2 points)</p>
<p><b>3.3.19. Life and AD&amp;D Services</b></p> <p>The Proponent should provide all relevant information and procedural details related to their organization’s Life and AD&amp;D services.</p>	<p>15</p>	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested Life and AD&amp;D service details, including the following:</p> <ol style="list-style-type: none"> <li>1. Will your organization accept beneficiary designation forms from the current (prior) carrier in the event of a life insurance claim? (4 points)</li> </ol>



		<ol style="list-style-type: none"> <li>2. Are employees able to designate, view and update their beneficiary designation electronically through your plan member website and/or mobile app? (4 points)</li> <li>3. Please confirm if your organization will allow automatic adjustments to salary-based benefits (e.g., life, LTD, etc.) without evidence of insurability when these adjustments are due to salary increases. Indicate if the automatic adjustment includes a percentage maximum. (3 points)</li> <li>4. Please advise if your organization provides a "Living Death Benefit" advanced payment for terminally ill employees? (2 points)</li> <li>5. Please confirm any aggregate limit of indemnity per accident applicable under the AD&amp;D coverage. (2 points)</li> </ol>
<p><b>3.3.20. Business Travel Accident Services</b></p> <p>The Proponent should provide all relevant information and procedural details related to their organization's Business Travel Accident insurance services.</p>	<p>5</p>	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested Business Travel Accident insurance service details, including the following:</p> <ol style="list-style-type: none"> <li>1. Please provide details regarding your Business Travel Accident provisions and partner provider (if applicable), including: <ol style="list-style-type: none"> <li>a) Is there an aggregate, per trip or lifetime maximum benefit?</li> <li>b) What is the maximum trip length? (in number of days)</li> <li>c) Is there a pre-existing condition limitation / stability clause on this benefit?</li> <li>d) Please confirm if your organization would be Primary or Secondary payer (as defined in CLHIA Guideline G17) for out of country claims. (4 points)</li> </ol> </li> <li>2. Do your travel provisions include any COVID-19 restrictions? (1 point)</li> </ol>

Responses in this section are specific to Proposals for:

**Group B:**

1. Extended Health – Including Drugs, Health, Vision, Health Care Spending Account (“HSCA”);
2. Dental; and,
3. Out of Country/Province Emergency Travel and Travel Assist.

If you are not submitting a Proposal for Group B, please proceed to Part C.

**3.3.21. Claims Management**

The Proponent should provide all relevant information and procedural details related to their organization’s claims management services.

25

To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested claims management details, including the following:

1. Please confirm statistics on claims adjudication for the most recent available 12-month period as per the chart below. If this deviates from your service standard, please indicate why and provide your calculation methodology. (10 points)

Benefit	Average Turnaround (Days)	% Paid Within Average Turnaround Time
Health		
Drugs • Pay Direct • Reimbursement		
Hospital		
Dental • Routine • Predetermination		
Out of Country		

2. How does your organization handle coordination of benefits? Can your system automatically process coordination of benefits when spouses from two different organizations or the same organization are both insured by plans administered by your organization? (2 points)

		<p>3. How does your organization calculate coordination of benefits claims as the second payer? (1 point)</p> <p>4. Please provide details regarding your organization's Reasonable and Customary ("R&amp;C") limits:</p> <ul style="list-style-type: none"> <li>a) How frequently are your R&amp;C limits reviewed?</li> <li>b) Do you make information on your R&amp;C limits easily available to both plan members and the Company?</li> <li>c) Provide your current R&amp;C limits for eye exams and paramedical practitioners. Explain how and why the R&amp;C limits differ from association fees, where applicable.</li> <li>d) What adjudication process is used to ensure only R&amp;C charges are allowed for services by paramedical practitioners?</li> <li>e) Please advise how you would handle an R&amp;C fees discrepancy from carrier to carrier. Are you able to adopt another carrier's R&amp;C fees? (5 points)</li> </ul> <p>5. What requirements are imposed for orthotic claims? Who may prescribe an orthotics claim? (1 point)</p> <p>6. Do you customarily accept claims from a clinical counsellor in place of a psychologist? A social worker? A provincially registered psychotherapist? A psychological associate? What practitioners would be eligible under your psychology benefit? (1 point)</p> <p>7. Please describe your organization's strategies or initiatives regarding dental cost management. What innovative approach would you take to help the Company manage dental plan costs? (2 points)</p> <p>8. Please advise how you would handle pre-determination of benefits already approved for a plan member, where the procedures have not yet been completed. (1 point)</p> <p>9. Quebec only: How does your organization deal with employees or spouses reaching age 65 with regards to Quebec health care. Are additional</p>
--	--	--

		<p>premiums required if the employee does not join the provincial drug plan? (1 point)</p> <p>10. Please provide a sample claim form with an example of an end of benefits statement for medical, dental and HSCA benefits. (1 point)</p>
<p><b>3.3.22. Pharmacy Services</b></p> <p>The Proponent should provide all relevant information and procedural details related to their organization's pharmacy procedures and services.</p>	<p>20</p>	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested pharmacy service details, including the following:</p> <ol style="list-style-type: none"> <li>1. Indicate your ability to provide each of the following drug management initiatives (Yes or No). Please also indicate whether the strategy is mandatory or optional: <ol style="list-style-type: none"> <li>a) Mandatory Generic Substitution</li> <li>b) Lowest cost alternative</li> <li>c) Prior Authorization</li> <li>d) Step Therapy</li> <li>e) Health Case Management</li> <li>f) Managed Formularies</li> <li>g) Dispensing fee frequency limits</li> <li>h) Pharmacogenetic testing</li> <li>i) Maximum mark-ups. Please describe</li> <li>j) Do you coordinate with all of the provincial programs?</li> <li>k) Do you have any other initiatives that would be mandatory?</li> </ol> <p>(11 points)</p> </li> <li>2. Does your organization have a policy / strategy with regards to biosimilar drugs? Describe briefly. (1 point)</li> <li>3. Does your organization have any Preferred Pharmacy Networks? Describe briefly. (1 point)</li> <li>4. Does your organization have any drug Product Listing Agreements? Describe briefly. (1 point)</li> <li>5. Describe how your organization adds or removes drugs from the existing plan formulary. (1 point)</li> </ol>

		<p>6. Please outline your current process for Prior Authorization (“PA”), as well as your ability to grandfather any PA approvals currently in place. Please outline your typical approval turnaround time and include a list of drugs that require PA. Does the list of drugs vary if the plan is pay direct versus reimbursement? (1 point)</p> <p>7. Is balance billing permitted on ingredient costs, i.e., can pharmacists charge plan members the difference between the amount submitted and the amount allowed?</p> <p>a) If balance billing is not permitted, indicate how this is enforced.</p> <p>b) Indicate the ramifications for pharmacies that balance bill (e.g., penalties, etc.) (1 point)</p> <p>8. Indicate who adjudicates your paper reimbursement drug claims and pay direct drug claims (your pharmacy benefit manager). (1 point)</p> <p>9. For paper (reimbursement) drug claims:</p> <p>a) Do you apply any controls, price files or cutbacks?</p> <p>b) Please indicate what information is captured by your system for each prescription (e.g., DIN, ingredient cost, dispensing fee, market up, other). (1 point)</p> <p>10. Please describe any other drug cost management solutions you can provide. (1 point)</p>
<p><b>3.3.23. Out of Country / Province Travel Assistance Services</b></p> <p>The Proponent should provide all relevant information and procedural details related to their organization’s Out of Country / Province Travel Assistance services.</p>	<p>5</p>	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested Out of Country/Province Travel Assistance insurance details, including the following:</p> <p>1. Please provide details regarding your Out of Country/Province Travel Assistance provisions and partner provider (if applicable), including:</p> <p>a) If there an aggregate, per trip or lifetime maximum benefit?</p>

		<ul style="list-style-type: none"> <li>b) What is the maximum trip length? (in number of days)</li> <li>c) Is there a pre-existing condition limitation / stability clause on this benefit?</li> <li>d) Please confirm if your organization would be Primary or Secondary payer (as defined in CLHIA Guideline G17) for out of country claims. (4 points)</li> </ul> <p>2. Do your travel provisions include any COVID-19 restrictions? (1 point)</p>
<p><b>3.3.24. Plan Member Website and Mobile Capabilities</b></p> <p>The Proponent should provide all relevant information related to their organization's plan member website and mobile app, which may include documents, brochures, graphics, and other demo tools.</p>	<p>15</p>	<p>To obtain the maximum points available for this evaluation criterion, a Proponent must clearly, comprehensively, and compellingly provide all requested plan member website and mobile capability details, including the following:</p> <ul style="list-style-type: none"> <li>1. Please describe your mobile app(s) available to plan members, including functionality and type of devices supported. (1 point)</li> <li>2. Please indicate if the following plan coverage and plan member balance information is available on your plan member website and mobile app? <ul style="list-style-type: none"> <li>a) Dental</li> <li>b) Health</li> <li>c) Pharmacy</li> <li>d) Health Care Spending Accounts</li> <li>e) Other (Please specify)</li> </ul> (4 points) </li> <li>3. Do your plan member website and mobile app include the following capabilities? <ul style="list-style-type: none"> <li>a) Print claim forms</li> <li>b) Print drug card and travel card</li> <li>c) View claims history</li> <li>d) View next vision coverage date</li> <li>e) Drug/DIN information look up</li> <li>f) Sign-up for direct deposit of claims</li> <li>g) Health and wellness resources (if so, provide examples)</li> <li>h) Health Risk Assessment</li> </ul> (4 points) </li> </ul>

		<p>4. Please indicate which claims can be submitted online via the plan member website and mobile app?</p> <ul style="list-style-type: none"> <li>a) Dental</li> <li>b) Drugs</li> <li>c) Vision Care</li> <li>d) Acupuncturist</li> <li>e) Chiropractor</li> <li>f) Dietician</li> <li>g) Massage Therapist</li> <li>h) Naturopath</li> <li>i) Osteopath</li> <li>j) Physiotherapist</li> <li>k) Podiatrist/Chiropodist</li> <li>l) Psychologist</li> <li>m) Social Worker</li> <li>n) Speech Therapist</li> <li>o) Other, please specify</li> </ul> <p>(5 points)</p> <p>5. Please describe any other web or mobile capabilities available for plan members. For example, claim payment notification, virtual assistant, etc. (1 point)</p>
--	--	---

Part C - Form of Agreement		Available Points: 5
<p><b>3.3.25. Acceptance of the Form of Agreement</b></p> <p>If the Proponent objects to any clauses in the Form of Agreement Schedule, that Proponent must clearly identify in its proposal (i) any clauses in the Form of Agreement Schedule to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses that would be acceptable.</p> <p>A Proponent who submits conditions, options, variations, or</p>	<p>5</p>	<p>Proponents that indicate that they have no proposed changes to the Form of Agreement Schedule will receive the maximum number of points for this section. Proponents who propose changes to the Form of Agreement Schedule will be scored based on the degree to which their proposed change(s) increase the risks or costs to the Company or diminish (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent's delivery of the Scope of Work. If a Proponent proposes significant changes in light of the foregoing list, it may receive zero points for this section.</p>

<p>contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, not acceptable by the Company, may be disqualified.</p> <p>The Proponent should not submit its own Form of Agreement or terms and conditions as part of its Proposal, but only the modifications, variations or alterations the Proponent would like.</p> <p>The Company is not required to negotiate the Form of Agreement Schedule, or to agree to any changes to the Form of Agreement put forward by any Proponent.</p>		
--	--	--

STAGE III: RATED INFORMATION	Scoring	Evaluation
Part D1 – Group A Pricing		Available Points: 200
<p>Responses in this section are specific to Proposals for:</p> <p><b>Group A:</b></p> <ol style="list-style-type: none"> <li>1. Employee Basic Life;</li> <li>2. Dependent Life;</li> <li>3. Optional Life;</li> <li>4. Accidental Death and Dismemberment (“AD&amp;D”);</li> <li>5. Business Travel Accident;</li> <li>6. Short Term Disability (“STD”) / Salary Continuance Adjudication; and</li> <li>7. Long-Term Disability (“LTD”).</li> </ol> <p>If you are not submitting a Proposal for Group A, please proceed to Part D2.</p>		
<p><b>3.3.26. Group A Pricing</b></p> <p>Pricing is to be set out in a completed version of the Pricing</p>	200	<p>Please confirm that the quoted rates (net of commission) will not be subject to recalculation on the implementation date unless there is a substantial difference (+/- 10%) between the enrolment and the</p>



<p>Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower or a zero score, as deviations may render it difficult for the Company to evaluate Proponent's pricing relative to each other and to the Company's needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Scope of Work Schedule, and to factor all of the provisions into its assumptions, calculations, and proposed pricing.</p>		<p>original data submitted. Failure to meet this requirement will disqualify a proposal. (Pass/Fail)</p> <p>Available Pricing points for Group A and Group B will not be added together for a combined total and will be calculated separately to determine the Preferred Proponent for each option.</p> <p>Pricing details will be reviewed in direct comparison to other Proponents for Group A, and the evaluation will be broken down as follows:</p> <p><b>1. Rates and Expenses: (150 points)</b>  Total sum of all common category rates and expenses will be calculated and compared.</p> <ul style="list-style-type: none"> <li>a) Employee Basic Life;</li> <li>b) Dependent Life;</li> <li>c) Optional Life;</li> <li>d) Accidental Death and Dismemberment ("AD&amp;D");</li> <li>e) Business Travel Accident;</li> <li>f) Short Term Disability ("STD") / Salary Continuance Adjudication; and</li> <li>g) Long-Term Disability ("LTD").</li> </ul> <p><b>2. Guarantees: (25 points)</b>  Total sum of all common Guarantees will be calculated and compared.</p> <ul style="list-style-type: none"> <li>a) Employee Basic Life;</li> <li>b) Dependent Life;</li> <li>c) Optional Life;</li> <li>d) Accidental Death and Dismemberment ("AD&amp;D");</li> <li>e) Business Travel Accident;</li> <li>f) Short Term Disability ("STD") / Salary Continuance Adjudication; and</li> <li>g) Long-Term Disability ("LTD").</li> </ul> <p><b>4. Financial Questionnaire: (25 points)</b>  Please complete the Questionnaire – Financial section of the Pricing schedule.</p> <ul style="list-style-type: none"> <li>a) Credibility (3 points)</li> </ul>
---	--	---

		<p>b) Renewal Analysis – Non-Credible Portion (3 points)  c) Incurred But Not Reported (“IBNR”) Reserve (3 points)  d) Trend (1 point)  e) Discounting (1 point)  f) Maximum Renewal Adjustments (3 points)  g) Transition Allowance (4 points)  h) Manual Rates (1 point)  i) Highest Available Maximums (3 points)  j) Grandfathering (3 points)</p> <p>After awarding points in each category, each Proponent’s score will be aggregated and a total score for Price will be awarded.</p> <p>Each Proponent will receive a percentage of the total possible points allocated to price in each category by dividing the lowest bid price under this RFP by that Proponent’s price. For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent who bids \$150.00 will receive 80% of the possible points (120/150 = 80%) and a Proponent who bids \$240.00 will receive 50% of the possible points (120/240 = 50%).</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"> <math display="block">\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times</math> </td> <td style="border: none;"> <p>Total available points = Score for Proposal with 2nd lowest Price</p> </td> </tr> <tr> <td style="text-align: center; border: none;"> <math display="block">\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times</math> </td> <td style="border: none;"> <p>Total available points = Score for Proposal with 3rd lowest Price</p> </td> </tr> </table>	$\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times$	<p>Total available points = Score for Proposal with 2nd lowest Price</p>	$\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times$	<p>Total available points = Score for Proposal with 3rd lowest Price</p>
$\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times$	<p>Total available points = Score for Proposal with 2nd lowest Price</p>					
$\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times$	<p>Total available points = Score for Proposal with 3rd lowest Price</p>					

**Part D2 – Group B Pricing**

**Available Points: 200**

Responses in this section are specific to Proposals for:

**Group B:**

1. Extended Health – Including Drugs, Health, Vision, Health Care Spending Account (“HSCA”);
2. Dental; and,
3. Out of Country/Province Emergency Travel and Travel Assist.

If you are not submitting a Proposal for Group B, please proceed to Part 3.4.

<p><b>3.3.27. Group B Pricing</b></p> <p>Pricing is to be set out in a completed version of the Pricing Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score or a zero score, as deviations may render it difficult for the Company to evaluate Proponent’s pricing relative to each other and to the Company’s needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Scope of Work Schedule, and to factor all of the provisions into its assumptions, calculations, and proposed pricing.</p>	<p>200</p>	<p>Please confirm that the quoted rates (net of commission) will not be subject to recalculation on the implementation date unless there is a substantial difference (+/- 10%) between the enrolment and the original data submitted. Failure to meet this requirement will disqualify a proposal. (Pass/Fail)</p> <p>Available Pricing points for Group A and Group B will not be added together for a combined total and will be calculated separately to determine the Preferred Proponent for each group.</p> <p>Pricing details will be reviewed in direct comparison to other Proponents for Group B, and the evaluation will be broken down as follows:</p> <p><b>1. <u>Rates and Expenses: (135 points)</u></b>  Total sum of all common categories rates and expenses will be calculated and compared.</p> <ul style="list-style-type: none"> <li>a) Extended Health – Including Drugs, Health, Vision, Health Care Spending Account (“HCSA”);</li> <li>b) Dental; and,</li> <li>c) Out of Country/Province Emergency Travel and Travel Assist.</li> </ul> <p><b>2. <u>Guarantees: (25 points)</u></b>  Total sum of all common Guarantees will be calculated and compared.</p> <ul style="list-style-type: none"> <li>a) Extended Health – Including Drugs, Health, Vision, Health Care Spending Account (“HCSA”);</li> <li>b) Dental; and,</li> <li>c) Out of Country/Province Emergency Travel and Travel Assist.</li> </ul> <p><b>3. <u>Large Amount Pooling: (20 points)</u></b>  Direct comparison of each proponent’s large amount pooling charges, including Travel Assistance.</p> <p><b>4. <u>Financial Questionnaire: (20 points)</u></b>  Please complete the Questionnaire – Financial Tab of the Pricing schedule.</p>
--	------------	---

		<p>a) Credibility (2 points)  b) Renewal Analysis – Non-Credible Portion (3 points)  c) Incurred But Not Reported (“IBNR”) Reserve (2 points)  d) Trend (1 point)  e) Discounting (1 point)  f) Maximum Renewal Adjustments (2 points)  g) Claim Fluctuation Reserve (“CFR”) Target Level (2 points)  h) Transition Allowance (4 points)  i) Manual Rates (1 point)  j) Grandfathering (2 points)</p> <p>After awarding points in each category, each Proponent’s score will be aggregated and a total score for Price will be awarded.</p> <p>Each Proponent will receive a percentage of the total possible points allocated to price in each category by dividing the lowest bid price under this RFP by that Proponent’s price. For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent who bids \$150.00 will receive 80% of the possible points (120/150 = 80%) and a Proponent who bids \$240.00 will receive 50% of the possible points (120/240 = 50%).</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"> <math display="block">\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times</math> </td> <td style="border: none;"> <p>Total available points = Score for Proposal with 2<sup>nd</sup> lowest Price</p> </td> </tr> <tr> <td style="text-align: center; border: none;"> <math display="block">\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times</math> </td> <td style="border: none;"> <p>Total available points = Score for Proposal with 3<sup>rd</sup> lowest Price</p> </td> </tr> </table>	$\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times$	<p>Total available points = Score for Proposal with 2<sup>nd</sup> lowest Price</p>	$\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times$	<p>Total available points = Score for Proposal with 3<sup>rd</sup> lowest Price</p>
$\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times$	<p>Total available points = Score for Proposal with 2<sup>nd</sup> lowest Price</p>					
$\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times$	<p>Total available points = Score for Proposal with 3<sup>rd</sup> lowest Price</p>					

### 3.4. Oral Presentation

The Company may decide, at its sole discretion, if it would like to proceed to this stage. Notwithstanding anything in this section, the Company shall be entitled to evaluate the references of a potential Preferred Proponent based on its evaluation of the Mandatory Criteria and Rated Information (Part A, B, C and D) alone.

If the Company chooses to proceed with an oral presentation, up to the three (3) highest ranked Proposals based on the Mandatory Criteria and Rated Information (Part A, B, C and D) alone may be invited to participate in the oral presentation stage, and this condition will be scored as a component of the Evaluation Criteria.

The purpose of the oral presentation will be to allow the Proponent to address the major elements of its Proposal and highlight key differentiators, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with and ask questions of key representatives of the Proponent’s proposed team. In advance of the oral presentation, each Proponent invited to make a presentation will be provided with an agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the oral presentation stage. The oral presentation will be used to validate and, if required, to make final adjustments to the evaluation results of the written Proposal. In addition, the oral presentation will be evaluated on the basis of the following framework:

(Available Points: 10)

<b>Oral Presentation</b>	
1	Demonstration of Proponent commitment to the Company
2	Response to pre-defined questions developed from all Proposals
3	Response to specific Proponent pre-defined questions developed from its Proposal
4	Demonstrated credibility in Proponent’s ability to effectively perform the activities contemplated by the Scope of Work in a way that meets or exceeds the needs of the Company within the required delivery time and at no additional cost.

### 3.5. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

### 3.6. Tie Break Process

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

### 3.7. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. The Company expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)) and Section 3.3.25 (*Acceptance of Form of Agreement*).

For certainty, the Company makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate a Company to execute the Agreement.

## **Schedule 1 Scope of Work**

### **Objective:**

The Company is looking for leading-edge, established, and reputable carriers of employee group benefit and insurance plans, that are able to act as the Company's service provider(s). The objective of this RFP process is to test the competitiveness of all financial and qualitative aspects of the current benefits plans.

The successful Proponent(s) shall provide group benefit and insurance plan services for the Company's three divisions across Canada, including:

1. Real Estate and Corporate ("REC"),
2. CN Tower ("CNT"),
3. Old Port of Montréal Corporation Inc. ("OPMC").

Each division has a separate group benefit and insurance plan design. See the Plan Specification File for further details.

Scope of work requirements will be separated into the following two benefit groups. Modifications to groupings will not be accepted; Proposals must include coverage for all listed benefits within the group to be considered.

The Company may award Group A and Group B benefits to separate Proponents, even if Proposals are received for both benefit groupings.

### **Group A:**

1. Employee Basic Life;
2. Dependent Life;
3. Optional Life;
4. Accidental Death and Dismemberment ("AD&D");
5. Business Travel Accident;
6. Short Term Disability ("STD") / Salary Continuance Adjudication; and
7. Long-Term Disability ("LTD").

### **Group B:**

1. Extended Health – Including Drugs, Health, Vision; Health Care Spending Account ("HCSA");
2. Dental; and,
3. Out of Country/Province Emergency Travel and Travel Assist.

### **Timeframe:**

The successful Proponent(s) will be required to begin providing group benefit and insurance plan services on January 1, 2023 (subject to change at the Company's discretion).

### **Company Background:**

- REC has offices across Canada, including corporate head office located at 1 University Ave. Suite 1700, Toronto, ON. M5J 2P1, and Real Estate regional offices located in Vancouver, Calgary, Edmonton, Toronto, Ottawa, Montreal, and Halifax.
- CNT is located at 290 Bremner Blvd, Toronto, ON M5V 3L9.
- OPMC is located at 333, de la Commune West. Montreal, QC. H2Y 2E2.
  
- REC and CNT are provincially regulated.
- OPMC is federally regulated.
  
- REC has approximately 95 non-union employees.
- CNT has approximately 130 non-union employees and 160 union employees.
- OPMC has approximately 65 non-union employees and 190 union employees.

### **Confidential Information:**

In accordance with section 2.21.1, once the Proponent has completed and returned the NDA found at Schedule 12, the RFP Coordinator will release a confidential plan specification file and comprehensive pricing schedules (including current rates), which will be required for proper completion of a Proposal.

The confidential plan specification file will include:

1. Contracts, booklets, and STD adjudication agreement
2. Collective bargaining agreements
3. Rate history
4. Pooling experience
5. Claims experience
6. Current reserves
7. Plan design – including underwriting requirements
8. Employee data

---

### **\*If submitting a Proposal for BOTH Group A and Group B\***

### **Requirements:**

This Scope of Work schedule lists only major details with respect to the products and services required; therefore, it is the successful Proponent's responsibility to provide all required labour, materials, tools, equipment, software, systems, and incidentals required to supply Employee Basic Life, Dependant Life, Optional Life, Accidental Death and Dismemberment ("AD&D"), Business Travel Accident, Short Term Disability ("STD") Benefits/Salary Continuance Adjudication, Long-Term Disability ("LTD") Benefits, Extended Health, Dental, and Out of Country/Province Emergency Travel and Travel Assist Benefits to the Company's employees, in accordance with the terms, conditions and specifications detailed.

Notwithstanding the general and specific requirements defined, nothing contained in this document shall excuse the successful Proponent from completing assigned work in a professional and timely manner.

The successful Proponent shall provide ongoing administration of the Company's group benefit and insurance plans, including but not limited to the following deliverables:



## **1. Contract and Collective Bargaining Agreement Adherence**

Adherence to the plan provisions as detailed in the finalized insurer contract, including duplication of attached Canada Life contracts, Manulife contracts and CHUBB contracts for the benefits program without limitations or deviations with respect to the current benefit arrangements. This includes all non-evidence and overall maximums as well as all benefits coverage and administration practices in accordance with any collective agreement(s).

**Excludes** any identified deviations from the current plan through this RFP. Anything not identified as a deviation, shall be treated as being in accordance with the specifications if your organization is the successful Proponent.

The successful Proponent shall adhere to the guidelines of the Canadian Life and Health Insurance Association (CLHIA) with respect to termination and transfer of group insurance coverage, and no employee shall lose any coverage as a result of a change in carriers; specifically a continuation of health and/or dental coverage for any employees not actively at work at the date of plan transfer shall be accepted on a premium paying basis (this includes employees on workers compensation, disability, and maternity/parental leave or any other type of leave). In addition, the successful Proponent agrees to grandfather existing amounts of coverage for all benefits for employees and their dependents.

## **2. Benefit Administration Function**

The successful Proponent shall support the Company with the administrative duties that fall under its responsibility, including but not limited to monthly billing, employee movements (additions, adjustments, and cancellations), coordination of benefits, and management of evidence of insurability.

### Provide online services for plan administrators:

- The successful Proponent shall provide an online administration system for the Company's plan administrators, with the ability to have multiple administrator access to specific division data.
- Administrator shall have ability to view, enter and adjust employee data directly within the online administration system.
- The successful Proponent shall receive, process, and maintain employee data and changes as reported by the plan administrator(s) through the online administrative system.
- Online administration system shall have the ability to produce employee census and other administrative reports.
- Administrator shall have the ability to view, print and download employee data for administration reports, management reports and various forms.
- The successful Proponent shall provide and maintain a variety of PDF forms and make them readily available online, including but not limited to member statements, enrollment forms, termination forms, coordination of benefits, evidence of insurability forms, etc.

### Prepare monthly billing statements:

- The successful Proponent shall produce and maintain separate billing statements for the multiple billing divisions.
- The successful Proponent shall collect monthly premiums.
- Administrator shall have ability to access monthly billing statements, review, save and print directly from the online administration system.

Provide administrator support and training:

- The successful Proponent shall support and provide training to the person(s) responsible for plan administration at the Company as required.
- The successful Proponent shall provide and maintain a detailed plan administrator guide and/or online training guide(s).

**3. Claims Review, Adjudication and Reporting**

The successful Proponent shall support the Company with the adjudication and claims management duties that fall under its responsibility, including but not limited to the adjudication, processing, and maintenance of claims data.

The successful Proponent shall provide the ability for plan administrators and plan advisors to access claims information online.

The successful Proponent shall provide the Company with a comprehensive range of expertise and services required for handling disability claims, including but not limited to:

- Assigning dedicated disability case managers.
- Determining the appropriate status of STD and LTD claims, and monitoring status as required.
- Communicating disability claim decisions to both the Company and employee in a timely and respectful manner.
- Management of disability claims from onset to return to work, including when the situation requires Company input such as refusing a disability claim, decision appeal, employee meeting, rehabilitation specialist, gradual return-to-work plan, etc.
- Regularly informing the Company about all cases of disabled employees in need of special attention.
- Supporting the Company with disability prevention, providing rapid response time and proactive management involving claims in progress.

The successful Proponent shall provide regular claims reporting and standard reports (claims utilization, available reports to track claim status, trend, and insight, etc.). Reporting capabilities shall include, but not be limited to:

Service and claim utilization information regarding Extended Health Care and Dental:

- Premiums and claims details
- Distribution of medical and dental claims by submitted amount, eligible amount and paid amount
- Detailed health claims by service by single/couple/family status
- Detailed paramedical claims by service by single/couple/family status
- Detailed dental claims by service by single/couple/family status
- Distribution of paid dental claims by procedure code
- Prescription drug claims by therapeutic class
- Top 100 prescription drug report
- Top 50 drug report
- Top 10 biologic drugs
- Detailed HCSA claim reports
- Claims run off report (incurred claim date vs. paid date)

Service and claim information regarding Life, AD&D, STD and LTD:

- Premiums and claims details
- Death and accident claim listing
- Waiver of premium claimant listing
- Disabled life reserve listing for LTD
- LTD claimant listing by type of disability, duration, age, and gender

Specialized/custom reports, as required:

- Additional fees may apply

The successful Proponent shall have the appropriate system audits in place to ensure provincial government health benefits are first paid by government programs, including co-ordination with provincial programs and out of province claims.

The successful Proponent shall have appropriate systems in place to allow for both online and hardcopy extended health and dental claim submission, review, and decision (approval/decline). Process shall include audit and fraud prevention measures.

During the first year, the successful Proponent shall recognize and input existing carryover provisions for all internal deductibles, limits, and maximums, including the 24-month eligibility cycles under the vision care and the lifetime amounts for orthodontia.

#### **4. Renewal and Annual Financial Preparation**

The successful Proponent shall meet the following timelines regarding the submission of its renewal requests and annual financial statements.

The successful Proponent shall provide renewal notification with a minimum of one hundred and twenty (120) days' notice for the proposed rate action. The successful Proponent shall propose renewal rates and participate in subsequent negotiations in good faith during the renewal process.

Refund Benefits:

- Annual financial report to be provided within ninety (90) days following the end of the financial period.
- Refund financials to be separated by (1) Real Estate and Corporate, (2) CN Tower, and (3) Old Port of Montréal Corporation Inc. i.e., three annual financial statements.

Annual Reconciliation Report:

- Detailed final benefit surplus/deficit balance for the appropriate 12-month reporting period.
- Detailed billed revenues, claims, administrative fees, commission fees, stop loss fees, overpayments, etc.
- Report is to be broken down by dental, vision, drug, EHS claims, etc.

#### **5. Agreements; Contract and Booklet Maintenance**

The successful Proponent shall support the Company with the policy and agreement duties that fall under its responsibility, including but not limited to the issuance of insurance certificates, preparation of contract documents (policies and brochures) and amendments.

The successful Proponent shall produce and maintain all plan documentation, including but not limited to:

- Plan contract/policy
- Policy amendments
- Plan booklets
- Financial agreements
- Administration and claim procedure manuals
- Travel assistance certificates/drug cards
- Self-insured salary continuance agreement

The plan contracts and booklets must be available electronically and in print in both English and French. The successful Proponent shall provide all updates in a timely manner, as necessary.

The successful Proponent shall prepare all employee communication and correspondence in both English and French.

## **6. Service Commitment / Agreement**

The successful Proponent shall enter into a service commitment/agreement with the Company.

Commitment shall include:

- Participating in annual service meeting(s) to review performance based on agreed service standards.
- Implementing improvement plans, if required.
- Applicable financial penalties, as agreed upon.
- Availability of call centre service standards and statistics.
- Availability of online/mobile service standards and statistics.

## **7. Member Experience**

The successful Proponent shall support the Company with plan member accessibility to plan information and claiming ability, especially related to obtaining information about their plans and managing their personal files, including making modifications or submitting claims through the available outlets.

The successful Proponent shall provide a customer service call centre (English/French), including:

- Toll free telephone number(s)
- Flexible hours of operation
- Reasonable location of call centre(s)
- Reasonable ratio of English, French and Bilingual service representatives on duty
- High levels of customer service standards and targets
- Fair escalation process, where required

The successful Proponent shall provide a digital member experience web-based and mobile app for review of plan information and claim submission, including point-of-sale claim submission.

The successful Proponent shall, in consultation with the Company, produce digital and print production of travel assist and drug cards, as required.

---

**\*If submitting a Proposal for ONLY Group A\***

**Requirements:**

This Scope of Work schedule lists only major details with respect to the products and services required; therefore, it is the successful Proponent's responsibility to provide all required labour, materials, tools, equipment, software, systems, and incidentals required to supply Employee Basic Life, Dependent Life, Optional Life, Accidental Death and Dismemberment ("AD&D"), Business Travel Accident, Short Term Disability ("STD") Benefits/Salary Continuance Adjudication and Long-Term Disability ("LTD") Benefits to the Company's employees, in accordance with the terms, conditions and specifications detailed.

Notwithstanding the general and specific requirements defined, nothing contained in this document shall excuse the successful Proponent from completing assigned work in a professional and timely manner.

The successful Proponent shall provide ongoing administration of the Company's group benefit and insurance plans, including but not limited to the following deliverables:

**1. Contract and Collective Bargaining Agreement Adherence**

Adherence to the plan provisions as detailed in the finalized insurer contract, including duplication of attached Canada Life contracts, Manulife contracts and CHUBB contracts for the benefits program without limitations or deviations with respect to the current benefit arrangements. This includes all non-evidence and overall maximums as well as all benefits coverage and administration practices in accordance with any collective agreement(s).

**Excludes** any identified deviations from the current plan through this RFP. Anything not identified as a deviation, shall be treated as being in accordance with the specifications if your organization is the successful Proponent.

The successful Proponent shall adhere to the guidelines of the Canadian Life and Health Insurance Association (CLHIA) with respect to termination and transfer of group insurance coverage, and no employee shall lose any coverage as a result of a change in carriers; specifically a continuation of coverage for any employees not actively at work at the date of plan transfer shall be accepted on a premium paying basis (this includes employees on workers compensation, disability, and maternity/parental leave or any other type of leave). In addition, the successful Proponent agrees to grandfather existing amounts of coverage for all benefits for employees and their dependents.

**2. Benefit Administration Function**

The successful Proponent shall support the Company with the administrative duties that fall under its responsibility, including but not limited to monthly billing, employee movements (additions, adjustments, and cancellations), and management of evidence of insurability.

**Provide online services for plan administrators:**

- The successful Proponent shall provide an online administration system for the Company's plan administrators, with the ability to have multiple administrator access to specific division data.
- Administrator shall have ability to view, enter and adjust employee data directly within the online administration system.

- The successful Proponent shall receive, process, and maintain employee data and changes as reported by the plan administrator(s) through the online administrative system.
- Online administration system shall have the ability to produce employee census and other administrative reports.
- Administrator shall have the ability to view, print and download employee data for administration reports, management reports and various forms.
- The successful Proponent shall provide and maintain a variety of PDF forms and make them readily available online, including but not limited to member statements, enrollment forms, termination forms, evidence of insurability forms, etc.

Prepare monthly billing statements:

- The successful Proponent shall produce and maintain separate billing statements for the multiple billing divisions.
- The successful Proponent shall collect monthly premiums.
- Administrator shall have ability to access monthly billing statements, review, save and print directly from the online administration system.

Provide administrator support and training:

- The successful Proponent shall support and provide training to the person(s) responsible for plan administration at the Company as required.
- The successful Proponent shall provide and maintain a detailed plan administrator guide and/or online training guide(s).

### **3. Claims Review, Adjudication and Reporting**

The successful Proponent shall support the Company with the adjudication and claims management duties that fall under its responsibility, including but not limited to the adjudication, processing, and maintenance of claims data.

The successful Proponent shall provide the ability for plan administrators and plan advisors to access claims information online.

The successful Proponent shall provide the Company with a comprehensive range of expertise and services required for handling disability claims, including but not limited to:

- Assigning dedicated disability case managers.
- Determining the appropriate status of STD and LTD claims, and monitoring status as required.
- Communicating disability claim decisions to both the Company and employee in a timely and respectful manner.
- Management of disability claims from onset to return to work, including when the situation requires Company input such as refusing a disability claim, decision appeal, employee meeting, rehabilitation specialist, gradual return-to-work plan, etc.
- Regularly informing the Company about all cases of disabled employees in need of special attention.
- Supporting the Company with disability prevention, providing rapid response time and proactive management involving claims in progress.

The successful Proponent shall provide regular claims reporting and standard reports (claims utilization, available reports to track claim status, trend, and insight, etc.). Reporting capabilities shall include, but not be limited to:

Service and claim information regarding Life, AD&D, STD and LTD:

- Premiums and claims details
- Death and accident claim listing
- Waiver of premium claimant listing
- Disabled life reserve listing for LTD
- LTD claimant listing by type of disability, duration, age, and gender

Specialized/custom reports, as required:

- Additional fees may apply

**4. Renewal and Annual Financial Preparation**

The successful Proponent shall meet following timelines regarding the submission of its renewal requests and annual financial statements.

The successful Proponent shall provide renewal notification with a minimum of one hundred and twenty (120) days' notice for the proposed rate action. The successful Proponent shall propose renewal rates and participate in subsequent negotiations in good faith during the renewal process.

**5. Agreements; Contract and Booklet Maintenance**

The successful Proponent shall support the Company with the policy and agreement duties that fall under its responsibility, including but not limited to the issuance of insurance certificates, preparation of contract documents (policies and brochures) and amendments.

The successful Proponent shall produce and maintain all plan documentation, including but not limited to:

- Plan contract/policy
- Policy amendments
- Plan booklets
- Financial agreements
- Administration and claim procedure manuals
- Self-insured salary continuance agreement

The plan contracts and booklets must be available electronically and in print in both English and French. The successful Proponent shall provide all updates in a timely manner, as necessary. The successful Proponent shall prepare all employee communication and correspondence in both English and French.

**6. Service Commitment / Agreement**

The successful Proponent shall enter into a service commitment/agreement with the Company.

Commitment shall include:

- Participating in annual service meeting(s) to review performance based on agreed service standards.
- Implementing improvement plans, if required.
- Applicable financial penalties, as agreed upon.
- Availability of call centre service standards and statistics.
- Availability of online/mobile service standards and statistics.

## 7. Member Experience

The successful Proponent shall support the Company with plan member accessibility to plan information and claiming ability, especially related to obtaining information about their plans and managing their personal files, including making modifications or submitting claims through the available outlets.

The successful Proponent shall provide a customer service call centre (English/French), including:

- Toll free telephone number(s)
- Flexible hours of operation
- Reasonable location of call centre(s)
- Reasonable ratio of English, French and Bilingual service representatives on duty
- High levels of customer service standards and targets
- Fair escalation process, where required

The successful Proponent shall provide a digital member experience web-based and mobile app for review of plan information and claim submission.

---

### **\*If submitting a Proposal for ONLY Group B\***

#### **Requirements:**

This Scope of Work schedule lists only major details with respect to the products and services required; therefore, it is the successful Proponent's responsibility to provide all required labour, materials, tools, equipment, software, systems, and incidentals required to supply Extended Health, Dental and Out of Country/Province Emergency Travel and Travel Assist Benefits to the Company's employees, in accordance with the terms, conditions and specifications detailed.

Notwithstanding the general and specific requirements defined, nothing contained in this document shall excuse the successful Proponent from completing assigned work in a professional and timely manner.

The successful Proponent shall provide ongoing administration of the Company's group benefit and insurance plans, including but not limited to the following deliverables:

#### **1. Contract and Collective Bargaining Agreement Adherence**

Adherence to the plan provisions as detailed in the finalized insurer contract, including duplication of attached Canada Life contracts and Manulife contracts for the benefits program without limitations or deviations with respect to the current benefit arrangements. This includes all non-evidence and overall maximums as well as all benefits coverage and administration practices in accordance with any collective agreement(s).

**Excludes** any identified deviations from the current plan through this RFP. Anything not identified as a deviation, shall be treated as being in accordance with the specifications if your organization is the successful Proponent.

The successful Proponent shall adhere to the guidelines of the Canadian Life and Health Insurance Association (CLHIA) with respect to termination and transfer of group insurance coverage, and no employee shall lose any coverage as a result of a change in carriers; specifically a continuation of health and/or dental coverage for any employees not actively at work at the date of plan transfer shall



be accepted on a premium paying basis (this includes employees on workers compensation, disability, and maternity/parental leave or any other type of leave). In addition, the successful Proponent agrees to grandfather existing amounts of coverage for all benefits for employees and their dependents.

## **2. Benefit Administration Function**

The successful Proponent shall support the Company with the administrative duties that fall under its responsibility, including but not limited to monthly billing, employee movements (additions, adjustments, and cancellations), coordination of benefits, and management of evidence of insurability.

### Provide online services for plan administrators:

- The successful Proponent shall provide an online administration system for the Company's plan administrators, with the ability to have multiple administrator access to specific division data.
- Administrator shall have ability to view, enter and adjust employee data directly within the online administration system.
- The successful Proponent shall receive, process, and maintain employee data and changes as reported by the plan administrator(s) through the online administrative system.
- Online administration system shall have the ability to produce employee census and other administrative reports.
- Administrator shall have the ability to view, print, and download employee data for administration reports, management reports and various forms.
- The successful Proponent shall provide and maintain a variety of PDF forms and make them readily available online, including but not limited to member statements, enrollment forms, termination forms, coordination of benefits, evidence of insurability forms, etc.

### Prepare monthly billing statements:

- The successful Proponent shall produce and maintain separate billing statements for the multiple billing divisions.
- The successful Proponent shall collect monthly premiums.
- Administrator shall have ability to access monthly billing statements, review, save and print directly from the online administration system.

### Provide administrator support and training:

- The successful Proponent shall support and provide training to the person(s) responsible for plan administration at the Company as required.
- The successful Proponent shall provide and maintain a detailed plan administrator guide and/or online training guide(s).

## **3. Claims Review, Adjudication and Reporting**

The successful Proponent shall support the Company with the adjudication and claims management duties that fall under its responsibility, including but not limited to the adjudication, processing, and maintenance of claims data.

The successful Proponent shall provide ability to access claims information online for plan administrators and plan advisors.

The successful Proponent shall provide regular claims reporting and standard reports (claims utilization, available reports to track claim status, trend, and insight, etc.). Reporting capabilities shall include, but not be limited to:

Service and claim utilization information regarding Extended Health Care and Dental:

- Premiums and claims details
- Distribution of medical and dental claims by submitted amount, eligible amount and paid amount
- Detailed health claims by service by single/couple/family status
- Detailed paramedical claims by service by single/couple/family status
- Detailed dental claims by service by single/couple/family status
- Distribution of paid dental claims by procedure code
- Prescription drug claims by therapeutic class
- Top 100 prescription drug report
- Top 50 drug report
- Top 10 biologic drugs
- Detailed HCSA claim reports
- Claims run off report (incurred claim date vs paid date)

Specialized/custom reports, as required:

- Additional fees may apply

The successful Proponent shall have the appropriate system audits in place to ensure provincial government health benefits are first paid by government programs, including co-ordination with provincial programs and out of province claims.

The successful Proponent shall have appropriate systems in place to allow for both online and hardcopy extended health and dental claim submission, review, and decision (approval/decline). Process shall include audit and fraud prevention measures.

During the first year, the successful Proponent shall recognize and input existing carryover provisions for all internal deductibles, limits, and maximums, including the 24-month eligibility cycles under the vision care and the lifetime amounts for orthodontia.

#### **4. Renewal and Annual Financial Preparation**

The successful Proponent shall meet the following timelines regarding the submission of its renewal requests and annual financial statements.

The successful Proponent shall provide renewal notification with a minimum of one hundred and twenty (120) days' notice for the proposed rate action. The successful Proponent shall propose renewal rates and participate in subsequent negotiations in good faith during the renewal process.

Refund Benefits:

- Annual Financial Report to be provided within ninety (90) days following the end of the financial period.
- Refund financials to be separated by (1) Real Estate and Corporate, (2) CN Tower, and (3) Old Port of Montréal Corporation Inc. i.e., three annual financial statements.

Annual Reconciliation Report:

- Detailed final benefit surplus/deficit balance for the appropriate 12-month reporting period.
- Detailed billed revenues, claims, administrative fees, commission fees, stop loss fees, overpayments, etc.
- Report is to be broken down by dental, vision, drug, EHS claims, etc.

## **5. Agreements; Contract and Booklet Maintenance**

The successful Proponent shall support the Company with the policy and agreement duties that fall under its responsibility, including but not limited to the issuance of insurance certificates, preparation of contract documents (policies and brochures) and amendments.

The successful Proponent shall produce and maintain all plan documentation, including but not limited to:

- Plan contract/policy
- Policy amendments
- Plan booklets
- Financial agreements
- Administration and claim procedure manuals
- Travel assistance certificates/drug cards

The plan contracts and booklets must be available electronically and in print in both English and French. The successful Proponent shall provide all updates in a timely manner, as necessary.

The successful Proponent shall prepare all employee communication and correspondence in both English and French.

## **6. Service Commitment / Agreement**

The successful Proponent shall enter into a service commitment/agreement with the Company.

Commitment shall include:

- Participating in annual service meetings to review performance based on agreed service standards.
- Implementing improvement plans, if required.
- Applicable financial penalties, as agreed upon.
- Availability of call centre service standards and statistics.
- Availability of online/mobile service standards and statistics.

## **7. Member Experience**

The successful Proponent shall support the Company with plan member accessibility to plan information and claiming ability, especially related to obtaining information about their plans and managing their personal files, including making modifications or submitting claims through the available outlets.

The successful Proponent shall provide a customer service call centre (English/French), including:

- Toll free telephone number(s)
- Flexible hours of operation
- Reasonable location of call centre(s)
- Reasonable ratio of English, French and Bilingual service representatives on duty
- High levels of customer service standards and targets
- Fair escalation process, where required

The successful Proponent shall provide a digital member experience web-based and mobile app for review of plan information and claim submission, including point-of-sale claim submission.

The successful Proponent shall, in consultation with the Company, produce digital and print production of travel assist and drug cards, as required.

**Schedule 2  
Proposal Checklist Schedule**

This checklist is provided for convenient reference and is intended to set out the key elements that must be included as part of a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details.

Proponents are not required to include this checklist as part of their Proposal.

Yes / No?	Checklist
	Does your Proposal comply with the format requirements at Section 3.2.1 (General)?
	Does your Proposal include completed versions of the forms set out at Section 3.3 (Proposal Contents – Mandatory Requirements and Rated Information)?
	Does your Proposal comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	Have you completed the Mandatory Requirements Checklist Schedule, and included it as part of your Proposal?

**Schedule 3**  
**Mandatory Requirements Checklist Schedule**

The Proponent should indicate the page number in its Proposal where each mandatory requirement can be found. In the event that the Company determines, in its sole discretion, that any mandatory requirement is not met, the Proposal shall be disqualified.

Proponents are required to include this checklist as part of their Proposal.

	<b>Mandatory Requirements</b>	<b>Page #</b>
<b>M1</b>	3.3.1 Mandatory Requirements Checklist (i.e., this checklist)	
<b>M2</b>	3.3.2 Declaration and Certification	
<b>M3</b>	3.3.3 Unfair Advantage and Conflict of Interest Statement Schedule	
<b>M4</b>	3.3.4 References	
<b>M5</b>	3.3.5 Bilingual Company / Plan Member Services	
<b>M6</b>	3.3.6 Proponent Consortium Information	
<b>M7</b>	3.3.7 Certificate of Compliance	

**Schedule 4**  
**Unfair Advantage and Conflict of Interest Statement Schedule**

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

---

---

---

---

---

The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

***[INSERT LEGAL NAME OF PROPONENT]***

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date:

***I have authority to bind the Proponent.***

**Schedule 5  
Corporate Overview Schedule**

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule. Please list any assumptions made when answering the questions below.

**Proponent Name:** \_\_\_\_\_

**Consortium Member Name:** \_\_\_\_\_

Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Corporate head office location	
Brief overview of the company background	
Organizational chart, if applicable	
Number of years in business	
Has your company or division been involved in a merger or acquisition in the past five years?	
Number of clients that are comparable to the Company in terms of size and types of benefit offerings.	
Number of clients and plan members currently insured in the Public or Pseudo Public sector.	
Please confirm that you are licensed to insure benefits in all Canadian provinces and territories.	

## Schedule 6 Pricing Schedules

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate "N/A" in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

In accordance with section 2.21.1, excel version of comprehensive pricing schedules (including current rates) will be released by the RFP Coordinator upon receipt of the NDA found at Schedule 12.

**Proponents must complete the pricing schedules and financial questionnaire in the excel format provided. Deviations from the requested format will not be accepted and may disqualify a Proponent.**



If submitting a Proposal for Group A, a Proponent must complete the following pricing schedules:

1. Proposed Rate Summary
2. Proposed Expenses Summary
3. Optional Benefits
4. Questionnaire - Financial
5. Plan Design and Deviations

## RFP HR-2021-07 (Group A)

### Proposed Rate Summary

#### Net Rates

Benefit	Volume	Unit	Proponent Quote			Proponent Manual Rate	Rate Guarantee
			Unit Rate	Monthly Cost	% Difference	Unit Rate	# of Months
<b>Basic Life</b>							
Old Port of Montréal Corporation Inc.		per \$1,000		\$0	0.0%		
2,24		per \$1,000		\$0	0.0%		
18		per \$1,000		\$0	0.0%		
19		per \$1,000		\$0	0.0%		
26		per \$1,000		\$0	0.0%		
31		per \$1,000		\$0	0.0%		
35		per \$1,000		\$0	0.0%		
<b>Total Basic Life</b>	<b>0</b>	per \$1,000	<b>0.000</b>	<b>\$0</b>	<b>0.0%</b>	<b>0.000</b>	
<b>Dependent Life</b>							
Old Port of Montréal Corporation Inc.		per insured		\$0	0.0%		
<b>Basic AD&amp;D</b>							
Old Port of Montréal Corporation Inc.		per \$1,000		\$0	0.0%		
Class I		per \$1,000		\$0	0.0%		
Class III		per \$1,000		\$0	0.0%		
<b>Total Basic AD&amp;D</b>	<b>0</b>	per \$1,000	<b>0.000</b>	<b>\$0</b>	<b>0.0%</b>	<b>0.000</b>	
<b>Business Travel Accident</b>							
Old Port of Montréal Corporation Inc.		per \$1,000		\$0	0.0%		
Class I		per \$1,000		\$0	0.0%		
Class II		per \$1,000		\$0	0.0%		
Class III		per \$1,000		\$0	0.0%		
<b>Total Business Travel Accident</b>	<b>0</b>	per \$1,000	<b>0.000</b>	<b>\$0</b>	<b>0.0%</b>	<b>0.000</b>	
<b>Long Term Disability</b>							
Old Port of Montréal Corporation Inc.		per \$100		\$0	0.0%		
2,24,35		per \$100		\$0	0.0%		
18,31		per \$100		\$0	0.0%		
26		per \$100		\$0	0.0%		
<b>Total Long Term Disability</b>	<b>0</b>	per \$100	<b>0.000</b>	<b>\$0</b>	<b>0.0%</b>	<b>0.000</b>	
<b>Short Term Disability</b>							
Old Port of Montréal Corporation Inc.		per \$10		\$0	0.0%		
<b>Monthly Premium (\$)</b>				<b>\$0</b>	<b>0.0%</b>		

# RFP HR-2021-07 (Group A)

## Proposed Expenses Summary

### Target Loss Ratio and Expenses -

### Net of Commission

Benefit	Proponent Quote		Expense Guarantee
	Expense/TLR	Expense Basis	# of Months
<b>Basic Life</b>			
General Administration			
Claims Administration			
Profit Charge			
Risk Charge			
Per Member			
Other			
Target Loss Ratio			
<b>Long Term Disability</b>			
General Administration			
Claims Administration			
Profit Charge			
Risk Charge			
Per Member			
Other			
Target Loss Ratio			
<b>Short Term Disability</b>			
General Administration			
Claims Administration			
Profit Charge			
Risk Charge			
Per Member			
Other			
Target Loss Ratio			
<b>Salary Continuance</b>			
General Administration			
Claims Administration			
Profit Charge			
Risk Charge			
Per Member			
Other			

# RFP HR-2021-07 (Group A)

## Optional Benefits

### Optional Life

Overall Maximum		
Employee/Spouse		
Child		
Rates	Monthly Rate	Rate Basis
Employee/Spouse	Complete table below	
Child		

Age	Smokers		Non Smokers	
	Males	Females	Males	Females
< 25				
25-29				
30-34				
35-39				
40-44				
45-49				
50-54				
55-59				
60-64				
65-69				
70-74				
75-79				

# RFP HR-2021-07 (Group A)

## Questionnaire - Financial

*Instructions: Please respond to the following questions, providing responses that are as brief as possible.*

### Financial Information

Credibility	
Please provide your credibility formula for the following fully experience-rated or partially experience-rated benefits.	
Basic Life	
Long Term Disability	
Short Term Disability	
Renewal Analysis - Non-Credible Portion	
Please provide your approach to the non-credible portion of the renewal analysis (i.e. manual rates, change in demographics, trend, etc.)	
Basic Life	
Long Term Disability	
Short Term Disability	
IBNR Reserve	
Please provide your IBNR factors used for rate setting purposes.	
Basic Life	
Long Term Disability	
Short Term Disability	

**Trend**

Please provide your annual trend factor used for rate setting purposes.

Basic Life	
Long Term Disability	
Short Term Disability	

**Discounting**

Please indicate the discounting provided, as a percentage and by benefit line.

Basic Life	
Long Term Disability	
Short Term Disability	

**Maximum Renewal Adjustment**

Please indicate if a maximum renewal increase will be provided at the first renewal.

Basic Life	
Long Term Disability	
Short Term Disability	

**Transition Allowance**

Please indicate the transition allowance that will be provided.

**Manual Rates**

Do your stated manual rates include premium tax and expenses?

Basic Life	
Long Term Disability	
Short Term Disability	
Salary Continuance	

**Benefit Information****Highest Available Maximums**

Please provide the highest available overall maximums and non-evidence maximums.

Basic Life	
Overall Maximum	
Non-Evidence Maximum	
Long Term Disability	
Overall Maximum	
Non-Evidence Maximum	
Short Term Disability	
Overall Maximum	
Non-Evidence Maximum	

**Grandfathering**

Please provide agreement to grandfather all Life, Dependent Life, and Optional Life amounts already approved above the NEM:

Insurer Response	
If 'No', please specify	

Please provide agreement to grandfather all LTD amounts already approved above the NEM:

Insurer Response	
If 'No', please specify	

# RFP HR-2021-07 (Group A)

## Plan Design and Deviations

	All Divisions	Clarifications and Deviations
<b>General Provisions</b>		
# of Insured Participants		
Minimum Work Week		
Waiting Period		
Dependent Definition		
<b>Basic Life</b>		
Schedule		
Non-Evidence Maximum (NEM)		
Overall Maximum		
Reduction		
Waiver of Premium		
Termination Age		
Cost Sharing		
<b>Dependent Life</b>		
Schedule		
Spouse:		
Child:		
Waiver of Premium		
Termination Age		
Cost Sharing		
<b>Optional Life</b>		
<b>Employee:</b>		
Units		
Overall Maximum		
Waiver of Premium		
Termination Age		
<b>Spouse:</b>		
Units		
Overall Maximum		
Waiver of Premium		
Cost Sharing		
<b>Basic AD&amp;D</b>		
Schedule		
Overall Maximum		
Critical Disease benefit		
Waiver of Premium		
Termination Age		
Cost Sharing		
<b>Long Term Disability</b>		
Schedule		
Non-Evidence Maximum (NEM)		
Overall Maximum		
Taxability		
Elimination Period		
Benefit Period		
CPP Offsets		
All Source Maximum		
Definition of Disability		
Partial Disability		
Cost of Living Adjustment		
Rehabilitation & Return to Work Assistance		
Dependent care expense benefit		
Conversion privilege		
Pre-Existing Conditions Clause		
Waiver of Premium		
Termination Age		
Survivor Benefits		
Cost Sharing		

<b>Short Term Disability</b>		
Schedule		
Non-Evidence Maximum (NEM)		
Overall Maximum		
Taxability		
<b>Elimination Period:</b>		
Accident		
Sickness		
Hospital		
Benefit Period		
Termination Age		
Cost Sharing		

**If submitting a Proposal for Group B,** a Proponent must complete the following pricing schedules:

1. Proposed Rate Summary
2. Proposed Expenses Summary
3. Proposed Pooling Summary
4. Questionnaire - Financial
5. Plan Design and Deviations
6. Plan Design Alternatives

## RFP HR-2021-07 (Group B)

### Proposed Rate Summary

#### Net Rates

Benefit	Volume	Unit	Proponent Quote			Proponent Manual Rate	Rate Guarantee
			Unit Rate	Monthly Cost	% Difference	Unit Rate	# of Months
<b>Extended Health Care</b>							
Old Port of Montréal Corporation Inc.							
Single		per insured		\$0	0.0%		
Family		per insured		\$0	0.0%		
Total for Old Port of Montréal Corporation Inc.	0			\$0	0.0%		
2,24,27,35							
Single		per insured		\$0	0.0%		
Family		per insured		\$0	0.0%		
Total for 2,24,27,35	0			\$0	0.0%		
18,31,36							
Single		per insured		\$0	0.0%		
Family		per insured		\$0	0.0%		
Total for 18,31,36	0			\$0	0.0%		
19							
Single		per insured		\$0	0.0%		
Family		per insured		\$0	0.0%		
Total for 19	0			\$0	0.0%		
26							
Single		per insured		\$0	0.0%		
Family		per insured		\$0	0.0%		
Total for 26	0			\$0	0.0%		
25							
Single		per insured		\$0	0.0%		
Family		per insured		\$0	0.0%		
Total for 25	0			\$0	0.0%		
29							
Single		per insured		\$0	0.0%		
Family		per insured		\$0	0.0%		
Total for 29	0			\$0	0.0%		
<b>Total Extended Health Care</b>	<b>0</b>			<b>\$0</b>	<b>0.0%</b>	<b>0.00</b>	

<b>Dental Care</b>					
Old Port of Montréal Corporation Inc.					
Single		per insured		\$0	0.0%
Family		per insured		\$0	0.0%
Total for Old Port of Montréal Corporation Inc.	0			\$0	0.0%
2,24,27,35					
Single		per insured		\$0	0.0%
Family		per insured		\$0	0.0%
Total for 2,24,27,35	0			\$0	0.0%
18,26,31,36					
Single		per insured		\$0	0.0%
Family		per insured		\$0	0.0%
Total for 18,26,31,36	0			\$0	0.0%
19					
Single		per insured		\$0	0.0%
Family		per insured		\$0	0.0%
Total for 19	0			\$0	0.0%
25,30					
Single		per insured		\$0	0.0%
Family		per insured		\$0	0.0%
Total for 25,30	0			\$0	0.0%
<b>Total Dental Care</b>	<b>0</b>			<b>\$0</b>	<b>0.0%</b>
<b>Monthly Premium (\$)</b>				<b>\$0</b>	<b>0.0%</b>
					<b>0.00</b>

## RFP HR-2021-07 (Group B)

### Proposed Expenses Summary

#### Target Loss Ratio and Refund/ASO Expenses -

#### Net of Commission

Benefit	Proponent Quote		Expense Guarantee
	Expense/TLR	Expense Basis	# of Months
<b>Extended Health Care</b>			
General Administration			
Claims Administration			
Drugs			
Health			
Vision			
Profit Charge			
Risk Charge			
Per Member			
Other			
<b>Dental Care</b>			
General Administration			
Claims Administration			
Profit Charge			
Risk Charge			
Per Member			
Other			
<b>Healthcare Spending Account</b>			
General Administration			
Claims Administration			
Profit Charge			
Per Member - Single			
Per Member - Couple			
Per Member - Family			
Other			

# RFP HR-2021-07 (Group B)

## Proposed Pooling Summary

### Extended Health Care Pooling

Pooling Type	Threshold	Threshold Basis
Large Amount Pooling	15,000	In-Country with OOC from 1st dollar

Expense Type	Proponent Quote		Pooling Guarantee
	Expense	Expense Basis	# of Months
<b>Large Amount Pooling</b>			
Pooling Charge (%)			
Per Member - Single			
Per Member - Couple			
Per Member - Family			
Other			
<b>Travel Assistance (if not included in pooling charges)</b>			
Pooling Charge (%)			
Per Member - Single			
Per Member - Couple			
Per Member - Family			
Other			

# RFP HR-2021-07 (Group B)

## Questionnaire - Financial

*Instructions: Please respond to the following questions, providing responses that are as brief as possible.*

### Financial Information

#### Credibility

Please provide your credibility formula for the following fully experience-rated or partially experience-rated benefits.

Extended Health Care	
Dental Care	

#### Renewal Analysis - Non-Credible Portion

Please provide your approach to the non-credible portion of the renewal analysis (i.e. manual rates, change in demographics, trend, etc.)

Extended Health Care	
Dental Care	

#### IBNR Reserve

Please provide your IBNR factors used for rate setting purposes.

Extended Health Care	
Dental Care	

#### Trend

Please provide your annual trend factor used for rate setting purposes.

Extended Health Care	
Dental Care	



**Discounting**

Please indicate the discounting provided, as a percentage and by benefit line.

Extended Health Care	
Extended Health Care Pooling	
Dental Care	

**Maximum Renewal Adjustment**

Please indicate if a maximum renewal increase will be provided at the first renewal.

Extended Health Care	
Extended Health Care Pooling	
Dental Care	

**CFR Target Level**

Provide your CFR target level for the following Refund benefits.

Extended Health Care	
Dental Care	

**Transition Allowance**

Please indicate the transition allowance that will be provided.

--	--

**Manual Rates**

Do your stated manual rates include premium tax and expenses?

Extended Health Care	
Extended Health Care Pooling	
Dental Care	

**Benefit Information****Grandfathering**

Please provide agreement to grandfather all drugs that appear in your prior authorization and step therapy programs:

Proponent Response	
If 'No', please specify	

Please provide agreement to grandfather all Dental treatments that have already been approved through the prior authorization process:

Proponent Response	
If 'No', please specify	

# RFP HR-2021-07 (Group B)

## Plan Design and Deviations

	All Divisions	Clarifications and Deviations
<b>General Provisions</b>		
# of Insured Participants		
Minimum Work Week		
Waiting Period		
Dependent Definition		
<b>Extended Health Care</b>		
<b>Drug Plan:</b>		
Overall Maximum		
Deductible		
Dispensing Fee Cap		
Coinsurance		
Pay-direct drug card		
Definition of Covered Drugs		
Lifestyle Drugs		
<b>Services and Supplies:</b>		
Overall Maximum		
Deductible		
Coinsurance		
Orthopedic Shoes		
Custom Moulded Orthotics		
Hearing Aids		
Private Duty Nursing		
<b>Paramedical Practitioners:</b>		
Acupuncturist		
Chiropracist / Podiatrist		
Chiropractor		
Registered Massage Therapist		
Naturopath		
Osteopath		
Psychologist/Social Worker		
Physiotherapist		
Speech Therapist		
Dietician		
Optometrist		
Dental Accident		
<b>Hospital:</b>		
Overall Maximum		
Deductible		
Coinsurance		
Coverage		
<b>Vision:</b>		
Overall Maximum		
Deductible		
Coinsurance		
Eye Exams		
<b>Out-of-Province / Country:</b>		
Maximum - Emergency Services		
Maximum - Referral Services		
Deductible		
Coinsurance		
Maximum # of Days		
Travel Assistance		
Termination Age		
Survivor Benefit		
Cost Sharing		

<b>Dental Care</b>		
Deductible		
<b>Coinsurance:</b>		
Basic Services		
Major Restorative		
Orthodontics		
Dental Accident		
<b>Maximum:</b>		
Basic Services		
Major Restorative		
Orthodontics		
Dental Accident		
Fee Guide		
Recall Frequency		
Bitewing X-rays		
Termination Age		
Survivor Benefits		
Cost Sharing		
<b>Healthcare Spending Account</b>		
Benefit Year		
Overall Maximum		
Expenses Covered		
Carry-Forward Credits or Claims		
Claims Grace Period		
Termination Age		

## RFP HR-2021-07 (Group B)

### Plan Design Alternatives

	Current Plan Design	Alternative Plan Design	Cost Impact (%)
<b>Pooling Alternatives</b>			
ILAP	\$15,000 In country with OOC from First Dollar	\$20,000 In country with OOC from First Dollar	
ILAP	\$15,000 In country with OOC from First Dollar	\$25,000 In country with OOC from First Dollar	

**Schedule 7  
Declaration and Certification Schedule**

**RE: Proposal dated [Insert], in response to RFP No. HR-2021-07**

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

**1. Proponent Information**

(a) The full legal name of the Proponent is:

---

(b) Any other registered business name under which the Proponent carries on business is:

---

---

---

(c) The jurisdiction under which the Proponent is formed is:

---

---

---

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

---

---

---

---

---

---

---

**2. Offer**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting it Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

**3. Addenda**

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

\_\_\_\_\_  
\_\_\_\_\_

**4. Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for 120 days following the Proposal RFP Submission Deadline.

**5. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

**6. Execution of Agreement**

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

All capitalized terms herein shall have the meaning ascribed to them in the RFP.

***[INSERT FULL LEGAL NAME OF PROPONENT]***

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date:

***I have authority to bind the Proponent.***

**Schedule 8  
References Schedule**

**Proponent Name:**

The Proponent is to identify a minimum of 3 references with respect to its ability to perform the activities contemplated by the Scope of Work and using the table below. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last 3 years.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

**Schedule 9  
Receipt Confirmation Schedule**

To:  
Email:  
Re: RFP No. HR-2021-07

Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator. Proponents submitting this receipt confirmation will be notified of any addendum issued to that RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

*(Please check your answer)*

I / We DO  DO NOT  Intend to submit a Proposal to this RFP.

If you will not address the full Scope of Work, please indicate which of the following components your Proposal will address:

Yes  No

**Group A:**

1. Employee Basic Life;
2. Dependent Life;
3. Optional Life;
4. Accidental Death and Dismemberment (“AD&D”);
5. Business Travel Accident;
6. Short Term Disability (“STD”) / Salary Continuance Adjudication; and
7. Long-Term Disability (“LTD”).

Yes  No

**Group B:**

1. Extended Health – Including Drugs, Health, Vision, Health Care Spending Account (“HCSA”);
2. Dental; and,
3. Out of Country/Province Emergency Travel and Travel Assist.

The Company may award Group A and Group B benefits to separate Proponents, even if Proposals are received for both benefit groupings. Receipt of your Proposal will confirm your acceptance of this possible outcome.

Representative's contact information:

---

Name

---

Representative's Signature

---

Address

---

Name - Please Print

---

City, Province, Postal Code

---

Title

---

Phone

---

Date

---

Email



**Schedule 10**  
**Form of Agreement Schedule**

THIS AGREEMENT dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**BETWEEN**

**CANADA LANDS COMPANY CLC LIMITED ("CLC")**  
and  
**OLD PORT OF MONTRÉAL CORPORATION INC. ("OPMC")**  
(collectively the "**Company**")

- and -

\_\_\_\_\_ (the "**Provider**")

**WHEREAS:**

- A. The Company maintains employee group benefits and insurance plans (the "**Project**"); and
- B. The Company wishes to contract with the Provider for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

**1.0 DEFINITIONS**

**1.1** In this Agreement, the capitalized terms shall have the following meanings:

- (a) "**Agreement**" means this agreement executed by the Company and the Provider, including all Schedules, all as amended from time to time.
- (b) "**Compensation**" means the Fees and the Expenses.
- (c) "**Confidential Information**" has the meaning set out in Section 5.1.
- (d) "**Dispute**" means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (e) "**Effective Date**" means the date of this Agreement.
- (f) "**Expiration Date**" means the date three (3) years from the Effective Date.
- (g) "**Expenses**" means those expenses or disbursements incurred in the performance of the Services as set out in Schedule "B" attached hereto.

- (h) **"Fees"** means the amount of fees that will be charged by the Provider to the Company for the performance of the Services as specified in Schedule "B" and does not include Expenses.
- (i) **"Indemnified Party"** has the meaning set out in Section 7.1.
- (j) **"Project"** has the meaning set out in paragraph A of the preamble above.
- (k) **"Services"** means the services and deliverables described in Schedule "A" to be performed in accordance with the deadlines contained herein.
- (l) **"Taxes"** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (m) **"Term"** has the meaning set out in Section 4.1.

## 2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Provider agrees to provide the Services for the Company.
- 2.2 The Provider represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Provider shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Provider shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its Project related manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Provider's personnel, the Company shall notify the Provider, providing reasonable details thereof, and that person shall be replaced by the Provider with other suitable personnel as soon as reasonably practical following the Company's request.
- 2.5 The Provider shall obtain the prior written approval of the Company before retaining any sub-providers to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Provider shall be liable to the Company for all actions or inactions of its sub-providers in the performance of the Services.
- 2.6 The Company may from time to time, by written notice to the Provider, make changes in the scope of the Services. The fees described in Schedule "B" will be adjusted accordingly by agreement of the Company and the Provider.

- 2.7 The Provider will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the fees for the Provider's performance of such additional Services will generally correspond to the fees described in Schedule "B".

### 3.0 FEES AND EXPENSES

- 3.1 Subject to the terms and conditions in this Agreement, the Company will pay the Provider compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any HST required to be collected by the Provider from the Company in connection with the Services. The Compensation is the entire compensation owing to the Provider for the Services and includes all profit and all costs and expenses incurred by the Provider to perform the Services.

- 3.2 Subject to section 3.3, the Provider shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within 15 days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3 The Provider shall submit invoices for all matters related to the CLC's CN Tower or Real Estate and Corporate division in the name of CLC. The Provider shall submit invoices for all matters related to OPMC in the name of OPMC.
- 3.4 Invoiced amounts due will be paid by the Company within 30 days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 3.5 The Company may set-off the amount of any claims that the Company may have against the Provider related to the Provider's failure to perform, or the improper performance of, its obligations under this Agreement.
- 3.6 The Provider shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Provider will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.

### 4.0 TERM AND TERMINATION

- 4.1 Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "Term") of this Agreement shall commence on the Effective Date and shall,

except for those provisions that will continue in effect subsequent to termination, end when the Services have been properly performed and completed.

- 4.2** The Company may, at its sole discretion, extend the Term by a maximum of two (2) three (3) year periods (each an “**Extension Term**”) by giving notice to the Provider at least 60 days before the end of the Term. Any Extension Term shall be deemed by the parties to be part of the Term.
- 4.3** The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Provider, and the termination shall be effective on the date of the notice.
- 4.4** On termination of this Agreement pursuant to Section 4.3, the Company will be responsible to pay, within 30 days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Provider to the Company for Services provided to the date of termination.
- 4.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Provider is in default of any of its obligations under this Agreement and such default continues after 10 business days’ written notice stating the particulars of the default;
  - (b) there is a material breach or non-performance by the Provider of its obligations under this Agreement, including failure of the Provider to devote the necessary time, resources, staff and skill to the performance of the Services; or
  - (c) the Provider becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.4 shall not apply.

- 4.6** Prior to entering into this Agreement, the Provider provided the Company with a certificate of compliance dated [insert date] (the “**Compliance Certificate**”). If the Company, acting reasonably, determines that:
- (a) the Provider provided a false or misleading Compliance Certificate, or
  - (b) the Provider or an Owner (as defined in the Compliance Certificate) of the Provider has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Provider shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Provider and in such event the provisions of Section 4.4 shall not apply.

The Provider further covenants to proactively disclose to the Company if the Provider, or an Owner of the Provider (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.

- 4.7 The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Provider, by written notice to the Provider. The suspension shall be effective on the date of the notice. The suspension of services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).
- 4.8 The Provider shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Provider will not be entitled to payment for any loss of profits.
- 4.9 The provisions of Sections 4.4, 4.5, 4.6, 4.7 and 4.8 survive the termination of this Agreement.

## 5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Provider shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Provider in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Provider, or is otherwise acquired or developed by the Provider during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Provider prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Provider from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Provider with the Company's prior written approval. The Provider shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Provider shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Provider obtained from the Company or otherwise obtained in the course of its own investigations.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Provider in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Provider for any purpose other than the performance of its obligations under this Agreement. The Provider waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Provider is responsible with respect to the intellectual property. The Provider shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Provider represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.
- 5.3 The Provider shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its

prior written approval to such press release or public statement. The Provider may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.

5.4 The Provider shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Provider is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

5.5 The Provider acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.

5.6 The provisions of this Article 5.0 shall survive expiry or termination of this Agreement.

## 6.0 NON-COMPETITION AND CONFLICT OF INTEREST

6.1 The Provider represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Provider to the Company on the Effective Date. In the event that the Provider becomes aware of any conflict of interest with the Company during the Term, the Provider shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Provider.

6.2 The Provider shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.

6.3 The Provider shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Provider is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

## 7.0 INDEMNIFICATION AND LIABILITY

7.1 The Consultant shall be liable for, and shall indemnify the Company, including its board members, officers, employees, contractors, representatives, and any others for whom the Company is responsible at law (collectively, the “**Indemnified Party**”), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:

- (a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement,
- (b) any misrepresentation contained within this Agreement; or

- (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Provider is an employee of the Company.

**7.2** The Provider is liable and responsible for all applicable Taxes imposed on the Provider by any governmental authority relating to the performance of the Services by the Provider and by its employees and independent contractors on behalf of the Provider and the Provider hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

**7.3** The provisions of this Article 7.0 shall survive expiry or termination of this Agreement.

## **8.0 PERFORMANCE AND STANDARDS**

**8.1** The Provider covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

The Provider agrees that failure to perform any of the Services to the standards set out in Section 8.1 shall give to a claim for damages for which the Company may seek compensation, including set off as set out in Section 3.5 against any amounts owed to the Provider.

## **9.0 INDEPENDENT CONTRACTOR**

**9.1** The relationship created by this Agreement between the Company and the Provider is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Provider and the Company.

## **10.0 DISPUTE RESOLUTION**

**10.1** In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:

- (a) the parties shall each appoint two (2) managers with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
- (b) if the managers are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be Toronto, Ontario and the language of the mediation shall be English. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

**10.2** The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

**10.3** While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.

**10.4** Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

## **11.0 NOTICE**

**11.1** Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by email transmission addressed to the party to receive such notice at the address specified below:

**TO:                   The Company**

Canada Lands Company CLC Limited  
1 University Avenue, Suite 1700  
Toronto, Ontario M5J 2P1  
Attention:       Jennifer Colucci  
Email:           jcolucci@clc.ca



with a copy to:

**Canada Lands Company CLC Limited**  
1 University Avenue, Suite 1700  
Toronto, Ontario M5J 2P1  
Attention: Chief Legal Officer  
Email: legalnotice@clc.ca

TO: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**11.2** Any demand, notice, approval, consent or other communication sent by email transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. EST) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent after business hours or on a weekend or holiday shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

## **12.0 INSURANCE**

**12.1** The Provider shall obtain and maintain throughout the Term and for one (1) year after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Provider is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

**12.2** The Provider shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Provider to perform the Services. At any time during the Term, the Provider, on request, shall provide evidence and compliance by the Provider with such legislation.

**12.3** The provisions of Sections 12.1 and 12.2 shall survive termination or expiration of this Agreement.

## **13.0 GENERAL**

**13.1** The Provider acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Provider has had the opportunity to obtain the same.

**13.2** The following principles of interpretation will apply to this Agreement:

- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
- (b) The laws of the Province of Ontario and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Ontario;

- (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
- (d) No action, or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f) The Provider shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. the Company shall have the right to assign its interests under this Agreement to any party on written notice to the Provider;
- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B" and "C" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Provider to comply with this Agreement;

- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (p) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Provider" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Provider's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the date first written above.

**CANADA LANDS COMPANY CLC LIMITED**

**AND**

**OLD PORT OF MONTRÉAL CORPORATION INC.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have the authority to bind the Corporation.

**[INSERT FULL LEGAL NAME OF PROVIDER]**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the Corporation.

## Schedule "A"

### Services

The Provider shall provide the following services to the Company across its three divisions, including Real Estate and Corporate ("REC"), the CN Tower ("CNT") and Old Port of Montreal Corporation Inc. ("OPMC"). Each division has a separate group benefit and insurance plan design.

---

#### **\*If successful Proponent for BOTH Group A and Group B\***

This description of services outlines major deliverables with respect to the products and services required; it is the Provider's responsibility to provide all required labour, materials, tools, equipment, software, systems, and incidentals required to supply Employee Basic Life, Dependant Life, Optional Life, Accidental Death and Dismemberment ("AD&D"), Business Travel Accident, Short Term Disability ("STD") Benefits/Salary Continuance Adjudication, Long-Term Disability ("LTD") Benefits, Extended Health, Dental, and Out of Country/Province Emergency Travel and Travel Assist Benefits to the Company's employees, in accordance with the terms, conditions and specifications detailed (the "Services").

The Provider shall provide ongoing administration of the Company's group benefit and insurance plans, including but not limited to the following deliverables:

#### **1. Contract and Collective Bargaining Agreement Adherence**

The Provider shall adhere to the plan design set out in Appendix A of this Schedule A, which may be amended from time to time as agreed upon by the parties.

In providing the plans set out in Appendix A, the Provider shall adhere to the guidelines of the Canadian Life and Health Insurance Association (CLHIA) with respect to termination and transfer of group insurance coverage, and no employee shall lose any coverage as a result of a change from any previous carriers; specifically a continuation of health and/or dental coverage for any employees not actively at work at the date of plan transfer shall be accepted on a premium paying basis (this includes employees on workers compensation, disability, and maternity/parental leave or any other type of leave). In addition, the Provider agrees to grandfather amounts of coverage for all benefits for employees and their dependents from previous plans.

#### **2. Benefit Administration Function**

The Provider shall provide administrative services, including but not limited to monthly billing, employee movements (additions, adjustments, and cancellations), coordination of benefits, and management of evidence of insurability.

Without limiting the generality of the foregoing, the Provider shall:

##### Provide online services for plan administrators:

- Provider shall provide an online administration system for the Company's plan administrators, with the ability to have multiple administrator access to specific division data.
- Administrator shall have ability to view, enter and adjust employee data directly within the online administration system.
- Provider shall receive, process, and maintain employee data and changes as reported by the plan administrator(s) through the online administrative system.

- Online administration system shall have the ability to produce employee census and other administrative reports.
- Administrator shall have the ability to view, print and download employee data for administration reports, management reports and various forms.
- Provider shall provide and maintain a variety of PDF forms and make them readily available online, including but not limited to member statements, enrollment forms, termination forms, coordination of benefits, evidence of insurability forms, etc.

Prepare monthly billing statements:

- Provider shall produce and maintain separate billing statements for the multiple billing divisions.
- Provider shall collect monthly premiums.
- Administrator shall have ability to access monthly billing statements, review, save and print directly from the online administration system.

Provide administrator support and training:

- Provider shall support and provide training to the person(s) responsible for plan administration at the Company as required.
- Provider shall provide and maintain a detailed plan administrator guide and/or online training guide(s).

### **3. Claims Review, Adjudication and Reporting**

The Provider shall provide adjudication and claims management services, including but not limited to the adjudication, processing, and maintenance of claims data.

The Provider shall provide the ability for plan administrators and plan advisors to access claims information online.

The Provider shall provide the Company with a comprehensive range of expertise and services required for handling disability claims, including but not limited to:

- Assigning dedicated disability case managers.
- Determining the appropriate status of STD and LTD claims, and monitoring status as required.
- Communicating disability claim decisions to both the Company and employee in a timely and respectful manner.
- Managing disability claims from onset to return to work, including when the situation requires Company input such as refusing a disability claim, decision appeal, employee meeting, rehabilitation specialist, gradual return-to-work plan, etc.
- Regularly informing the Company about all cases of disabled employees in need of special attention.
- Supporting the Company with disability prevention, providing rapid response time and proactive management involving claims in progress.

The Provider shall provide regular claims reporting and standard reports (claims utilization, available reports to track claim status, trend, and insight, etc.). Reporting capabilities shall include, but not be limited to:

Service and claim utilization information regarding Extended Health Care and Dental:

- Premiums and claims details
- Distribution of medical and dental claims by submitted amount, eligible amount and paid amount
- Detailed health claims by service by single/couple/family status
- Detailed paramedical claims by service by single/couple/family status
- Detailed dental claims by service by single/couple/family status
- Distribution of paid dental claims by procedure code
- Prescription drug claims by therapeutic class
- Top 100 prescription drug report
- Top 50 drug report
- Top 10 biologic drugs
- Detailed HCSA claim reports
- Claims run off report (incurred claim date vs paid date)

Service and claim information regarding Life, AD&D, STD and LTD:

- Premiums and claims details
- Death and accident claim listing
- Waiver of premium claimant listing
- Disabled life reserve listing for LTD
- LTD claimant listing by type of disability, duration, age, and gender

Specialized/custom reports, as required:

- Additional fees may apply

The Provider shall have system audits in place to ensure provincial government health benefits are first paid by government programs, including co-ordination with provincial programs and out of province claims.

The Provider shall allow both online and hardcopy extended health and dental claim submission, review, and decision (approval/decline). Such processes shall include audit and fraud prevention measures.

During the first year of this Agreement, the Provider shall recognize and input existing carryover provisions from previous plans for all internal deductibles, limits, and maximums, including the 24-month eligibility cycles under the vision care and the lifetime amounts for orthodontia.

#### **4. Renewal and Annual Financial Preparation**

The Provider shall meet the following timelines regarding the submission of its renewal requests and annual financial statements.

The Provider shall provide renewal notification with a minimum of one hundred and twenty (120) days notice for the proposed rate action. The Provider shall propose renewal rates and participate in subsequent negotiations in good faith during the renewal process.

Refund Benefits:

- Annual Financial Report to be provided within ninety (90) days following the end of the financial period.

- Refund financials shall be separated by (1) Real Estate and Corporate, (2) CN Tower, and (3) Old Port of Montréal Corporation Inc. i.e., three annual financial statements.

Annual Reconciliation Report:

- Detailed final benefit surplus/deficit balance for the appropriate 12-month reporting period.
- Detailed billed revenues, claims, administrative fees, commission fees, stop loss fees, overpayments, etc.
- Report is to be broken down by dental, vision, drug, EHS claims, etc.

**5. Agreements; Contract and Booklet Maintenance**

The Provider shall maintain all documents necessary for this Agreement including but not limited to the issuance of insurance certificates, preparation of contract documents (policies and brochures) and amendments.

The Provider shall produce and maintain all plan documentation, including but not limited to:

- Plan contract/policy
- Policy amendments
- Plan booklets
- Financial agreements
- Administration and claim procedure manuals
- Travel assistance certificates/drug cards
- Self-insured salary continuance agreement

The plan contracts and booklets must be available electronically and in print in both English and French. The Provider shall provide all updates in a timely manner, as necessary.

The Provider shall prepare all employee communication and correspondence in both English and French.

**6. Service Commitment / Agreement**

Without limiting the applicability on any other provision of this Agreement, the Provider shall perform the obligations of this Agreement according to the following standards.

[Insert service standards based on RFP response]

**7. Member Experience**

The Provider shall render plan information and claiming ability accessible to plan members, especially related to obtaining information about plans and managing personal files, including making modifications or submitting claims through the available outlets.

The Provider shall provide a customer service call centre (English/French), including:

- Toll free telephone number(s)
- Flexible hours of operation
- Reasonable location of call centre(s)
- Reasonable ratio of English, French and Bilingual service representatives on duty
- High levels of customer service standards and targets
- Fair escalation process, where required



The Provider shall provide a digital member experience web-based and mobile app for review of plan information and claim submission, including point-of-sale claim submission.

The Provider shall, in consultation with the Company, produce digital and print production of travel assist and drug cards, as required.

---

**\*If successful Proponent for ONLY Group A\***

This description of the services outlines major deliverables with respect to the products and services required; it is the Provider's responsibility to provide all required labour, materials, tools, equipment, software, systems, and incidentals required to supply Employee Basic Life, Dependent Life, Optional Life, Accidental Death and Dismemberment ("AD&D"), Business Travel Accident, Short Term Disability ("STD") Benefits/Salary Continuance Adjudication and Long-Term Disability ("LTD") Benefits to the Company's employees, in accordance with the terms, conditions and specifications detailed (the "**Services**").

The Provider shall provide ongoing administration of the Company's group benefit and insurance plans, including but not limited to the following deliverables:

**1. Contract and Collective Bargaining Agreement Adherence**

The Provider shall adhere to the plan design set out in Appendix A of this Schedule A, which may be amended from time to time as agreed upon by the parties.

In providing the plans set out in Appendix A the Provider shall adhere to the guidelines of the Canadian Life and Health Insurance Association (CLHIA) with respect to termination and transfer of group insurance coverage, and no employee shall lose any coverage as a result of a change in carriers; specifically a continuation of coverage for any employees not actively at work at the date of plan transfer shall be accepted on a premium paying basis (this includes employees on workers compensation, disability, and maternity/parental leave or any other type of leave). In addition, the Provider agrees to grandfather existing amounts of coverage for all benefits for employees and their dependents.

**2. Benefit Administration Function**

The Provider shall provide administrative services, including but not limited to monthly billing, employee movements (additions, adjustments, and cancellations), coordination of benefits, and management of evidence of insurability.

Without limiting the generality of the foregoing, the Provider shall:

Provide online services for plan administrators:

- Provider shall provide an online administration system for the Company's plan administrators, with the ability to have multiple administrator access to specific division data.
- Administrator shall have ability to view, enter and adjust employee data directly within the online administration system.
- Provider shall receive, process, and maintain employee data and changes as reported by the plan administrator(s) through the online administrative system.
- Online administration system shall have the ability to produce employee census and other administrative reports.

- Administrator shall have the ability to view, print and download employee data for administration reports, management reports and various forms.
- Provider shall provide and maintain a variety of PDF forms and make them readily available online, including but not limited to member statements, enrollment forms, termination forms, evidence of insurability forms, etc.

Prepare monthly billing statements:

- Provider shall produce and maintain separate billing statements for the multiple billing divisions.
- Provider shall collect monthly premiums.
- Administrator shall have ability to access monthly billing statements, review, save and print directly from the online administration system.

Provide administrator support and training:

- Provider shall support and provide training to the person(s) responsible for plan administration at the Company as required.
- Provider shall provide and maintain a detailed plan administrator guide and/or online training guide(s).

### **3. Claims Review, Adjudication and Reporting**

The Provider shall provide the Company with adjudication and claims management services, including but not limited to the adjudication, processing, and maintenance of claims data.

The Provider shall provide the ability for plan administrators and plan advisors to access claims information online.

The Provider shall provide the Company with a comprehensive range of expertise and services required for handling disability claims, including but not limited to:

- Assigning dedicated disability case managers.
- Determining the appropriate status of STD and LTD claims, and monitoring status as required.
- Communicating disability claim decisions to both the Company and employee in a timely and respectful manner.
- Managing of disability claims from onset to return to work, including when the situation requires Company input such as refusing a disability claim, decision appeal, employee meeting, rehabilitation specialist, gradual return-to-work plan, etc.
- Regularly informing the Company about all cases of disabled employees in need of special attention.
- Supporting the Company with disability prevention, providing rapid response time and proactive management involving claims in progress.

The Provider shall provide regular claims reporting and standard reports (claims utilization, available reports to track claim status, trend, and insight, etc.). Reporting capabilities shall include, but not be limited to:

Service and claim information regarding Life, AD&D, STD and LTD:

- Premiums and claims details
- Death and accident claim listing
- Waiver of premium claimant listing
- Disabled life reserve listing for LTD

- LTD claimant listing by type of disability, duration, age, and gender

Specialized/custom reports, as required:

- Additional fees may apply

#### **4. Renewal and Annual Financial Preparation**

The Provider shall meet the following timelines regarding the submission of its renewal requests and annual financial statements.

The Provider shall provide renewal notification with a minimum of one hundred and twenty (120) days notice for the proposed rate action. The Provider shall propose renewal rates and participate in subsequent negotiations in good faith during the renewal process.

#### **5. Agreements; Contract and Booklet Maintenance**

The Provider shall maintain all documents necessary for this Agreement, including but not limited to the issuance of insurance certificates, preparation of contract documents (policies and brochures) and amendments.

The Provider shall produce and maintain all plan documentation, including but not limited to:

- Plan contract/policy
- Policy amendments
- Plan booklets
- Financial agreements
- Administration and claim procedure manuals
- Self-insured salary continuance agreement

The plan contracts and booklets must be available electronically and in print in both English and French. The Provider shall provide all updates in a timely manner, as necessary.

The Provider shall prepare all employee communication and correspondence in both English and French.

#### **6. Service Commitment / Agreement**

Without limiting the applicability on any other provision of this Agreement, the Provider shall perform the obligations of this Agreement according to the following standards:

[Insert service standards based on RFP response]

#### **7. Member Experience**

The Provider shall render plan information and claiming ability accessible to plan members, especially related to obtaining information about plans and managing personal files, including making modifications or submitting claims through the available outlets.

The Provider shall provide a customer service call centre (English/French), including:

- Toll free telephone number(s)
- Flexible hours of operation
- Reasonable location of call centre(s)
- Reasonable ratio of English, French and Bilingual service representatives on duty

- High levels of customer service standards and targets
- Fair escalation process, where required

The Provider shall provide a digital member experience web-based and mobile app for review of plan information and claim submission.

---

**\*If successful Proponent for ONLY Group B\***

This description of the services lists only major details with respect to the products and services required; it is the Provider's responsibility to provide all required labour, materials, tools, equipment, software, systems, and incidentals required to supply Extended Health, Dental and Out of Country/Province Emergency Travel and Travel Assist Benefits to the Company's employees, in accordance with the terms, conditions and specifications detailed (the "**Services**").

The Provider shall provide ongoing administration of the Company's group benefit and insurance plans, including but not limited to the following deliverables:

**1. Contract and Collective Bargaining Agreement Adherence**

The Provider shall adhere to the plan design set out in Appendix A of this Schedule A, which may be amended from time to time as agreed upon by the parties.

The Provider shall adhere to the guidelines of the Canadian Life and Health Insurance Association (CLHIA) with respect to termination and transfer of group insurance coverage, and no employee shall lose any coverage as a result of a change in carriers; specifically a continuation of health and/or dental coverage for any employees not actively at work at the date of plan transfer shall be accepted on a premium paying basis (this includes employees on workers compensation, disability, and maternity/parental leave or any other type of leave). In addition, the Provider agrees to grandfather existing amounts of coverage for all benefits for employees and their dependents.

**2. Benefit Administration Function**

The Provider shall provide administrative services, including but not limited to monthly billing, employee movements (additions, adjustments, and cancellations), coordination of benefits, and management of evidence of insurability.

Without limiting the generality of the foregoing, the Provider shall:

Provide online services for plan administrators:

- Provider shall provide an online administration system for the Company's plan administrators, with the ability to have multiple administrator access to specific division data.
- Administrator shall have ability to view, enter and adjust employee data directly within the online administration system.
- Provider shall receive, process, and maintain employee data and changes as reported by the plan administrator(s) through the online administrative system.
- Online administration system shall have the ability to produce employee census and other administrative reports.
- Administrator shall have the ability to view, print, and download employee data for administration reports, management reports and various forms.

- Provider shall provide and maintain a variety of PDF forms and make them readily available online, including but not limited to member statements, enrollment forms, termination forms, coordination of benefits, evidence of insurability forms, etc.

Prepare monthly billing statements:

- Provider shall produce and maintain separate billing statements for the multiple billing divisions.
- Provider shall collect monthly premiums.
- Administrator shall have ability to access monthly billing statements, review, save and print directly from the online administration system.

Provide administrator support and training:

- Provider shall support and provide training to the person(s) responsible for plan administration at the Company as required.
- Provider shall provide and maintain a detailed plan administrator guide and/or online training guide(s).

### **3. Claims Review, Adjudication and Reporting**

The Provider shall provide adjudication and claims management services, including but not limited to the adjudication, processing, and maintenance of claims data.

The Provider shall provide ability to access claims information online for plan administrators and plan advisors.

The Provider shall provide regular claims reporting and standard reports (claims utilization, available reports to track claim status, trend, and insight, etc.). Reporting capabilities shall include, but not be limited to:

Service and claim utilization information regarding Extended Health Care and Dental:

- Premiums and claims details
- Distribution of medical and dental claims by submitted amount, eligible amount and paid amount
- Detailed health claims by service by single/couple/family status
- Detailed paramedical claims by service by single/couple/family status
- Detailed dental claims by service by single/couple/family status
- Distribution of paid dental claims by procedure code
- Prescription drug claims by therapeutic class
- Top 100 prescription drug report
- Top 50 drug report
- Top 10 biologic drugs
- Detailed HCSA claim reports
- Claims run off report (incurred claim date vs paid date)

Specialized/custom reports, as required:

- Additional fees may apply

The Provider shall have system audits in place to ensure provincial government health benefits are first paid by government programs, including co-ordination with provincial programs and out of province claims.

The Provider shall allow both online and hardcopy extended health and dental claim submission, review, and decision (approval/decline). Such processes shall include audit and fraud prevention measures.

During the first year of this Agreement, the Provider shall recognize and input existing carryover provisions from previous plans for all internal deductibles, limits, and maximums, including the 24-month eligibility cycles under the vision care and the lifetime amounts for orthodontia.

#### **4. Renewal and Annual Financial Preparation**

The Provider shall meet the following timelines regarding the submission of its renewal requests and of annual financial statements.

The Provider shall provide renewal notification with a minimum of one hundred and twenty (120) days notice for the proposed rate action. The Provider shall propose renewal rates and participate in subsequent negotiations in good faith during the renewal process.

##### Refund Benefits:

- Annual Financial Report to be provided within ninety (90) days following the end of the financial period.
- Refund financials shall be separated by (1) Real Estate and Corporate, (2) CN Tower, and (3) Old Port of Montréal Corporation Inc. i.e., three annual financial statements.

##### Annual Reconciliation Report:

- Detailed final benefit surplus/deficit balance for the appropriate 12-month reporting period.
- Detailed billed revenues, claims, administrative fees, commission fees, stop loss fees, overpayments, etc.
- Report is to be broken down by dental, vision, drug, EHS claims, etc.

#### **5. Agreements; Contract and Booklet Maintenance**

The Provider shall maintain all documents necessary for this Agreement including but not limited to the issuance of insurance certificates, preparation of contract documents (policies and brochures) and amendments.

The Provider shall produce and maintain all plan documentation, including but not limited to:

- Plan contract/policy
- Policy amendments
- Plan booklets
- Financial agreements
- Administration and claim procedure manuals
- Travel assistance certificates/drug cards

The plan contracts and booklets must be available electronically and in print in both English and French. The Provider shall provide all updates in a timely manner, as necessary.

The Provider shall prepare all employee communication and correspondence in both English and French.

## **6. Service Commitment / Agreement**

Without limiting the applicability on any other provision of this Agreement, the Provider shall perform the obligations of this Agreement according to the following standards:

[Insert service standards based on RFP response]

## **7. Member Experience**

The Provider shall render plan information and claiming ability accessible to plan members, especially related to obtaining information about plans and managing personal files, including making modifications or submitting claims through the available outlets.

The Provider shall provide a customer service call centre (English/French), including:

- Toll free telephone number(s)
- Flexible hours of operation
- Reasonable location of call centre(s)
- Reasonable ratio of English, French and Bilingual service representatives on duty
- High levels of customer service standards and targets
- Fair escalation process, where required

The Provider shall provide a digital member experience web-based and mobile app for review of plan information and claim submission, including point-of-sale claim submission.

The Provider shall, in consultation with the Company, produce digital and print production of travel assist and drug cards, as required.

Appendix A to Schedule A

**[PROVIDER PLAN DESIGN POLICIES AND ENDORSEMENTS  
TO BE ATTACHED BASED ON RFP RESPONSE]**



**Schedule "B"**

**FEES AND EXPENSES**

**[FEE AND EXPENSE DETAILS  
TO BE INSERTED BASED ON RFP RESPONSE]**

**Schedule "C"**  
**INSURANCE**

- 1.1 The Provider shall (and shall ensure that its sub-providers shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of **Ontario** or other Canadian jurisdictions to do business in the Province of **Ontario** and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
  - (b) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Provider must notify the Company if any claims made against this policy erode the policy limits below those required;
  - (c) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
    - (i) blanket contractual liability;
    - (ii) broad form property damage including completed operations;
    - (iii) broad form property damage;
    - (iv) cross liability and severability of interest clause;
    - (v) additional insured endorsement;
    - (vi) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Provider or its sub-providers; and
  - (b) must name the Company as an additional insured and any sub-providers attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Provider hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Provider or anyone claiming through or under the Provider by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the life of this Agreement.
- 1.4 The Provider shall and shall ensure that its sub-providers shall:
- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;

- (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
  - (c) place all policies with insurers that are licensed to provide insurance in the Province of Ontario in a form acceptable to the Company; and
  - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Provider must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Provider, or any sub-provider, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Provider or the sub-provider, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Provider or any sub-provider. The cost thereof shall be payable by the Provider to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Provider.
- 1.6 Neither the providing of insurance by the Provider in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Provider from any other provisions of the Agreement with respect to liability of the Provider, or otherwise.

## Schedule 11 Certificate of Compliance

On behalf of \_\_\_\_\_ (“Business Entity”), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the “Acts”), which has been tried on indictment:

*Criminal Code of Canada, RSC 1985, c C-46*  
*Competition Act, RSC 1985, c C-34*  
*Income Tax Act, RSC 1985, c 1 (5th Supp)*  
*Corruption of Foreign Public Officials Act, SC 1998, c 34*  
*Controlled Drugs and Substances Act, SC 1996, c 19*  
*Financial Administration Act, RSC 1985, c F-11*  
*Lobbying Act, RSC 1985, c 44 (4th Supp);*

2. all Owners<sup>1</sup>of the Business Entity are set out in the following list:

Full Name	Type of Ownership

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Canada Lands Company CLC Limited (“CLC”) is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise CLC of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity’s relationship with CLC and possible disqualification from future business opportunities with CLC.

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

I have authority to bind the Company.

\_\_\_\_\_  
 1 “Owner” means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation’s shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

**Schedule 12**  
**Non-Disclosure Agreement**

**WHEREAS CANADA LANDS COMPANY CLC LIMITED AND OLD PORT OF MONTREAL CORPORATION INC.** (the “**Discloser**”) wishes to permit **[Insert full legal name of recipient]** (the “**Recipient**”) in a Request for Proposals process (the “**RFP**”) for the purpose of providing services to the Discloser (the “**Purpose**”);

**AND WHEREAS** the Discloser may provide certain information of a confidential nature to the Recipient, or the Recipient may come in contact with certain information of a confidential nature while engaged in the Purpose;

**NOW THEREFORE** in consideration of being allowed to participate in the RFP by the Discloser and in consideration of being provided with access to information of a confidential nature, the Recipient hereby acknowledges and agrees as follows:

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
  - (a) “**Confidential Information**” means all information relating to the Discloser and its Affiliates (as such term is defined in the *Canada Business Corporations Act*) and their respective businesses, properties and affairs furnished by or on behalf of the Discloser to the Recipient or any of its Representatives, regardless of the manner in which it is furnished, but does not include information that: (i) is already published or otherwise readily available to the public, other than by a breach of this Agreement; (ii) is rightfully received by the Recipient from a third party not in breach of any obligation of confidentiality; (iii) is proven to be known by the Recipient on a non-confidential basis prior to disclosure hereunder; or (iv) is produced in compliance with applicable law or a court order (or similar legal process), provided the Recipient complies with the provisions of Section 8 hereof; and
  - (b) “**Representatives**” means the directors, officers, employees, agents and advisors (including financial advisors and legal counsel) of the Recipient and the directors, officers and employees of any such agent or advisor.
2. The Discloser will at its discretion provide such of the Confidential Information to the Recipient as is required for the Purpose, and the Discloser is not obligated to disclose any particular Confidential Information.
3. The Recipient will use the Confidential Information solely for the Purpose. The Recipient will not disclose the Confidential Information to any person other than the Recipient’s Representatives who have a need to know the Confidential Information for the Purpose. The Recipient will: (a) prior to disclosing the Confidential Information to any such Representative, issue appropriate instructions to such Representative with respect to the restrictions that apply to the Confidential Information and obtain the Representative’s agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement and otherwise to comply with the terms hereof; and (ii) be responsible for any and all breaches of the terms of this Agreement by its Representatives. The Confidential

Information will not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without the prior written consent of the Discloser, except for such copies and storage as may be required by the Recipient or its Representatives for the Purpose. The Recipient will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid the disclosure or use of, the Confidential Information. The Recipient will promptly advise the Discloser in writing of any misappropriation or misuse by any person of the Confidential Information that may come to its attention.

4. Upon the request of the Discloser, any Confidential Information it has furnished to the Recipient will be promptly returned (accompanied by all copies thereof made by the Recipient and its Representatives) and deleted from all retrieval systems and data bases by the Recipient. The Recipient will deliver to the Discloser a certificate of the Recipient confirming such return and deletion.
5. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Discloser and the Confidential Information will be held in trust and confidence by the Recipient for the Discloser. No interest, licence or any right respecting the Confidential Information is granted to the Recipient under this Agreement by implication or otherwise. Nothing herein contained will be deemed to limit or restrict the rights of the Discloser to assert claims for patent or copyright infringement against the Recipient.
6. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of third parties. The Discloser will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
7. When requested by the Discloser, the Recipient will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.
8. If the Recipient is requested pursuant to, or required by, applicable law or a court order (or similar legal process) to disclose any Confidential Information, the Recipient will provide the Discloser with prompt notice of such request or requirement in order to enable the Discloser to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Discloser to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Discloser, such disclosure is required, the Recipient will use its best efforts to ensure that the disclosure will be afforded confidential treatment.
9. The Recipient will indemnify and save harmless the Discloser and its directors, officers and employees from and against any and all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind, including all legal fees and costs on a solicitor and client basis, resulting from any breach of this Agreement by the Recipient or any of the Recipient's Representatives.

10. The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or the Recipient's Representatives of any term or provision of this Agreement and that the Discloser will also be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available pursuant to this Agreement or at law or in equity. The Recipient further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.
11. If any provisions of this Agreement are held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
12. The Recipient acknowledges that the Discloser is subject to the *Access to Information Act* (R.S., 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21) and that information provided to the Discloser in connection with this agreement may be subject to the provisions of these acts.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Recipient hereby submits and attorns to the non-exclusive jurisdiction of the courts in the Province of Ontario for all matters relating to this Agreement.
14. This Agreement shall enure to the benefit of the Discloser and its successors and assigns, and shall be binding upon the Recipient and its successors and assigns.
15. This Agreement may be executed either in original, electronic pdf or telecopied form.

IN WITNESS WHEREOF the Recipient has executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**[Insert full legal name of recipient]**

Per: \_\_\_\_\_  
 Name:  
 Title:

Per: \_\_\_\_\_  
 Name:  
 Title:

I/We have authority to bind the Corporation.