

A1. Health Canada Bid Receiving Unit Federal Records Centre Building

161 Goldenrod Driveway, Tunney's Pasture Loading dock of building #18, Ottawa, ON K1A 0K9 CANADA Business hours: 7h30 to 16h30

Attention: Donna Pettit Telephone: (613) 698-3684 Solicitation #: 1000177843

Request for Standing Offer (RFSO)

for

Performance of the Work described in Annex A, Statement of Work.

A2. STANDING OFFER AUTHORITY

The Authority for this RFSO is:

Donna Pettit

Senior Contracting and Procurement Officer Ottawa, Ontario

Telephone: (613) 698-3684

E-mail: Donna.pettit@hc-sc.gc.ca

THIS RFSO CONTAINS A SECURITY REQUIREMENT.

A3. TITLE

EXPERT MEMBERSHIP FOR THE NEW NON-INSURED HEALTH BENEFITS (NIHB) ORAL HEALTH ADVISORY COMMITTEE (NOHAC).

A4. SOLICITATION NUMBER 1000177843

A6. TABLE OF CONTENTS

The RFSO is divided into seven (7) parts as follows:

- 1. Part 1 General Information
- 2. Part 2 Offeror Instructions
- 3. Part 3 Offeror Preparation Instructions
- 4. Part 4 Evaluation Procedures and Basis of Selection
- 5. Part 5 Certifications and Additional Information
- 6. Part 6 Financial Evaluation
- 7. Part 7 Standing Offer and Resulting Contract Clauses
- 8. Annexes

Annex A – Statement of Work

Annex B – Basis of Payment

Annex C – Non-Disclosure Agreement

Annex D – Certifications

 $Annex \; E-Conflict \; of \; Interest$

Annex F – Security Requirements

A7. BID DELIVERY

Bids must be received by no later than 14:00 (2 p.m) on April 29, 2016 (Eastern Daylight time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the "Closing Date") will be considered non-responsive, and will be returned to the Offeror unopened.

Bids sent by fax or email will not be accepted. All bids will be date and time stamped at the Bid Receiving Unit. Offerors should ensure that their name, address, the Closing Date, and the solicitation number is clearly marked on their envelopes or parcels.

Bids and all supporting information may be submitted in either English or French.

A9. BID VALIDITY

Bids will remain valid for a period of one hundred and eighty (180) calendar days following the Closing Date.



PART 1 – GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirements;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offeror Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Non-Disclosure Agreement, Certifications, and the Conflict of Interest Agreement.

1.2 Summary

The objective of this RFSO is to establish a competitively-awarded Standing Offer (SO) with up to three (3) qualified suppliers in each of the thirteen (13) categories below:

- 1. Public Health Dentist
- 2. Dental General Practitioner
- 3. Pedodontist
- 4. Prosthodontist
- 5. Periodontist
- 6. Dental Hygienist
- 7. Health Economist
- 8. Epidemiologist / Biostatistician
- 9. Dental Anesthesiologist
- 10. Denturist
- 11. Oral and Maxillofacial Surgeon
- 12. Endodontist
- 13. Orthodontist

The Committee will be comprised of 8 members and will include a Chair and Vice-Chair. The Chair and Vice-Chair will be selected through an interview process following the awarding of the Standing Offer Agreements (SOA). The Chair is a non-voting member, except when there is a tie

vote.

The period of the SOA will be for a one (1) year period upon award of the SOA.

Option Period

The SO Holder hereby grants to Health Canada the irrevocable option to extend the terms of the SO for up to four (4) additional one (1) year periods, under the same terms and conditions. Health Canada may exercise this option at any time by written notice to the SO holder at least 30 calendar days prior to the SO expiry date or any extension thereof.

The services are expected to be delivered in the National Capital Region (NCR) during the period of the SO.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.3 Security Requirements

All Bidders must have a Reliability Security Clearance prior to being awarded a Standing Offer Agreement.

See Annex F.

1.4 Debriefings

Offerors may request a debriefing on the results of the RFSO process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the RFSO process. The debriefing may be in writing, by telephone or in person.

PART 2 – OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSO by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

- In the *complete text content* (except subsection 3.0): *Delete* "Public Works and Government Services Canada" and *Insert* "Health Canada". *Delete* "PWGSC" and *Insert* "Health Canada/Public Health Agency of Canada".
- At subsection 04 "Submission of Offerors":
 - o at 2 (d): **Delete** "(d) send the arrangement only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO" **Inse**rt "send the arrangement according to the instructions specified in the RFSO"
 - o At 4: *Delete* "60 days" *Insert* 180 days"
- At subsection 08: **delete** in its entirety

2.2 Submission of Offers

Offers must be submitted only to Health Canada Bid Receiving Unit by the date, time and place indicated on page 1-A1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile and email to Health Canada will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes

2.4 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the RFSO closing date and time. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

PART 3 – OFFEROR PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (four (4) hard copies)

Section II: Financial Offer (one (1) hard copies)

Section III: Certifications (one (1) hard copies)

OFFERORS MUST SUMMIT SEPARATE BID PACKAGES FOR EACH CATEGORY

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed below in Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the RFSO including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Criterior ID	Attention Offerors: Write beside each of the criteria the relevant page number(s) from your proposal which addressed the requirement identified in the criteria	_	Met / Not Met
M1-A	Oral Health Professionals		
	The Offeror's proposal demonstrates qualification as an oral health professional, licensed/registered in their respective specialty and in good standing with the regulatory body of the province/territory in which they practice, in one of the following specialties:		
	 Public Health Dentist (*) Dental General Practitioner (*) Pedodontist (*) Prosthodontist (*) Dental Hygienist (*) Periodontist (*) Dental Anesthesiologist Denturist Oral and Maxillofacial Surgeon Endodontist Orthodontist Offerors must provide the following: 		
	 a copy of their diploma, certificate, licence etc. to demonstrate their qualification as an oral health professional. proof of licensing/registration and letter of good standing from a Canadian Provincial/Territorial dental regulator 		
	NOTE FOR DENTAL SPECIALISTS		
	The committee will initially be comprised of the six oral health specialists specified above with an asterix.(*)		
	However, due to the potential of changing priorities and/or direction of the committee, oral health professionals of all specified specialties are encouraged to respond to this call for bids.		
M1-B	Health Economist or Epidemiologist/ Biostatistician		
	If the Offeror is submitting a proposal for a Health Economist or Epidemiologist/ Biostatistician , the Offeror must hold a doctoral degree. Offerors must provide a copy of their degree in their proposal.		

Criterior ID	Attention Offerors: Write beside each of the criteria the relevant page number(s) from your proposal which addressed the requirement identified in the criteria	_	Met / Not Met
M2-A	Oral Health Professionals		
	Offerors submitting a proposal for one of the eleven categories identified in M1 for oral health specialties must clearly demonstrate that they possess as a minimum five years of clinical experience from date of this RFSO working in their recognized specialty as described in the Statement of Work.		
	The information provided must contain details of how, when and where the experience was obtained, who else the Offeror worked with, and the scope of the Offeror's involvement.		
	Work Experience is cumulative, must be in months and years and cannot overlap.		
М2-В	Health Economist or Epidemiologist/ Biostatistician		
	Offerors submitting a proposal for the categories of Health Economist and Epidemiologist/Biostatistician must provide at least five years of experience working in their recognized specialty as described in the Statement of Work.		
	The information provided must contain details of how, when and where the experience was obtained, who else the Offeror worked with, and the scope of the Offeror's involvement.		
	Work Experience is cumulative, must be in months and years and cannot overlap.		
М3	All Offerors must provide in their proposal the signed conflict of interest declaration form attached at Annex "E" to disclose to Health Canada any circumstance that may place, or be seen to place the Offeror in a real, apparent or potential conflict of interest.		



4.1.2.2 Point Rated Requirements

Criteri on ID	Attention Offerors: Offerors must indicate page number(s) where information demonstrating compliance to corresponding mandatory criteria is located in proposal. Offerors must submit substantial documentation demonstrating compliance to all mandatory criteria	Max Pts	Min Pts	Prop Page #
R1	 The Offeror's proposal demonstrates comprehensive knowledge and understanding of each of the following: Purpose and mandate of the NIHB Program as well as the First Nations and Inuit Health Branch of Health Canada. Oral Health related challenges faced by the First Nations and Inuit populations in Canada Knowledge of the NIHB Dental Benefit and other FNIHB Dental Programs and Initiatives 	15 Points 5 points per sub criterion		
R2	 The Offeror's proposal demonstrates that the candidate has the following: For Dental Specialists: Clinical experience working with First Nations or Inuit populations and/or communities. For Health Economist or Epidemiologist/Biostatician: Experience working with First Nations or Inuit populations and/or communities. 	5 points 1 point per year of exp. up to 5 points.		
R3	The Offeror has extensive experience (more than 3 years) being employed in a management capacity by a public health dental program. Scale: < 3 years: 0 points 3-5 years: 3 points >5 years: 5 points Experience can be cumulative and must be in months and years	5 points As per scale		
R4	The Offeror has extensive experience (more than 3 years) being employed by a public health dental program. (Please note that experience gained in a management capacity must be included in R3 and not in R4) Scale: < 3 years: 0 points 3-5 years: 3 points >5 years: 5 points Experience can be cumulative and must be in months and years	5 points As per scale		
R5	The Offeror's proposal demonstrates experience with an accredited academic institution in a research or teaching capacity. Experience can be cumulative and must be in months and years	5 points 1 point per year up to 5 points.		
R6	The Offeror is a registered First Nations or recognized Inuit residing in Canada. The Offeror must provide one of the following: • Indian Status Card; • Inuit # or letter from an Inuit Land Claim Organization.	5 points		

RFSO REFERENCE # 1000177843

Criteri on ID	Attention Offerors: Offerors must indicate page number(s) where information demonstrating compliance to corresponding mandatory criteria is located in proposal. Offerors must submit substantial documentation demonstrating compliance to all mandatory criteria	Max Pts	Min Pts	Prop Page #
R7	The Offeror has experience in working collaboratively with other health professionals or health professional groups. Experience can be cumulative and must be in months and years	5 points 1 point per year of exp. up to 5 points		
R8	The Offeror has demonstrated experience conducting or participating in data or research analysis activities. Experience is cumulative and must be in month and years.	5 points 1 point per year of exp. up to 5 points		
	aximum Points 50	50		
Minimu	m Overall Points Required (70%) 35			

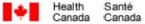


4 Financial Evaluation

4.1 The price of the offer will be evaluated, based on the grid included as Part 6, Financial Evaluation, in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

- **4.2.1** To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating.
 - The rating is performed on a scale of 50 points.
- **4.2.2** Bids not meeting a) or b) or c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 4.2.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): PSi = LP / Pi x 20. Pi is the evaluated price (P) of each responsive bid (i).
- A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):TMSi = OSi x 80.
 OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
- **4.2.5** The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: CRi = PSi + TMSi
- 4.2.6 The responsive bids will be ranked in descending order of combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price being ranked first. Of the highest ranked responsive bids in descending order of combined rating of technical merit and price, up to 3 Standing Offers per specialty category will be recommended for award of a Standing Offer. In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in following order below::
 - o in descending order of the overall scores obtained for all of the point rated technical criteria detailed in the responsive bid obtaining the highest overall score being ranked the highest
 - o in descending order of the scores obtained for point rated criterion **R6** detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest score being ranked the highest.
 - o in descending order of the scores obtained for point rated criterion **R2** detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest score being ranked the highest.
 - o in descending order of the scores obtained for point rated criterion **R1** detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest score being ranked the highest.
 - o in descending order of the scores obtained for point rated criterion **R3** detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest score being ranked the highest.



- in descending order of the scores obtained for point rated criterion R4 detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest score being ranked the
- in descending order of the scores obtained for point rated criterion R5 detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest score being ranked the highest.
- in descending order of the scores obtained for point rated criterion R7 detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest score being ranked the highest.
- in descending order of the scores obtained for point rated criterion R8 detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest score being ranked the highest.
- Date and time of Bid Received
- 4.2.7 The Committee will include a Chair and Vice-Chair. These positions will be selected through an interview process following the awarding of the SOAs

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)					
Offeror	Offeror 1	Offeror 2	Offeror 3		
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135		
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000		
Calculations	Technical Merit Score (OSi x 80)	Pricing Score (LP/Pi x 20)	Combined Rating		
Offeror 1	$120/135 \times 80 = 71$	$50/60 \times 20 = 17$	88		
Offeror 2	98/135 x 80 = 58	$50/55 \times 20 = 18$	76		
Offeror 3	$82/135 \times 80 = 49$	$50/50 \times 20 = 20$	69		

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications attached at Annex "D" and additional information below to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

Offerors must submit the certifications as per PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION as follows:

1) Oral Health Professional

- a copy of their diploma, certificate, license etc;
- proof of licensing/registration and letter of good standing from Provincial/Territorial dental regulator.

OR

2) Health Economist or Epidemiologist/ Biostatistician

• a copy of their doctoral degree.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

5.2.1 Integrity Provisions – List of Names

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - FINANCIAL EVALUATION

Up to three (3) Standing Offer Agreements will be awarded for each Specialty Category identified in Part 1 – General Information, Section 1.2 Summary of the RFSO.

The data included in this pricing schedule is provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data. For clarification purposes a day consists of eight (8) hours and a half day consists of four (4) hours.

The Financial Evaluation will be based on the sum of the firm per diem rates and firm preparation rates for the Contract Period and all Option Periods under Columns D and E. This is for evaluation purposes only.

THE FIRM PER DIEM RATE PROPOSED FOR THE REGULAR MEMBER IS NOT TO EXCEED \$1000.00 FOR THE CONTRACT PERIOD AND \$1,000.00 FOR EACH OPTION PERIOD.

THE FIRM PREPARATION RATE IS NOT TO EXCEED \$500.

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
PERIOD OF SERVICE	INSERT SPECIALTY CATEGORY PROPOSED	NAME OF RESOURCE	FIRM PER DIEM RATE IN CANADIAN FUNDS (TAXES NOT INCLUDED)	FIRM PREPARATION RATE IN CANADIAN FUNDS (TAXES NOT INCLUDED)
Standing Offer				
Period – Standing				
Offer award to				
March 31, 2017				
Option Period 1 -				
April 1, 2017 to				
March 31, 2018				
Option Period 2 -				
April 1, 2018 to				
March 31, 2019				
Option Period 3 -				
April 1, 2019 to				
March 31, 2020				
Option Period 4 -				
April 1, 2020 to				
March 31, 2021				
		TOTAL		
The sum of the firm	\$			
Column E will be used for evaluation purposes. (Taxes are not included)				

The Chair and Vice-Chair will be paid an additional \$200 and \$100 respectively above the firm per diem rate quoted for the initial period of the Standing Offer and each option period should it be exercised.

The Chair and Vice-Chair will be paid an additional \$100 and \$50 respectively above the firm preparation rate quoted for the initial period of the Standing Offer and each option period should it be exercised.

For teleconference meetings, preparation fees will be remunerated at 50% of the firm preparation rate quoted.

PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

6 Standing Offer

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work attached at Annex "A"

6.2 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Health Canada/PHAC...

6.2.1 Non-Disclosure Agreement

Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "C", and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2005 (2015-07-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Term of Standing Offer Period of the Standing Offer

The period of the Standing Offer Agreement will be for a one (1) year period upon award of the SOA.

Option Period

The SO Holder hereby grants to Health Canada the irrevocable option to extend the terms of the SO for up to four (4) additional one (1) year periods, under the same terms and conditions. Health Canada may exercise this option at any time by written notice to the SO holder at least 30 calendar days prior to the SO expiry date or any extension thereof.



7 Authorities

7.0 Standing Offer Authority

7.1 The Standing Offer Authority is:

Name: Donna Pettit

Senior Contracting and Procurement Officer

Health Canada - Santé Canada 200 Eglantine Driveway Ottawa, ON K1A 0K9 Telephone: 613-698-3684

E-mail address: donna.pettit@hc-sc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.2 Project/Technical Authority

To be determined at Standing Offer award.

7.3 Offeror's Representative

To be determined at Standing Offer award.

7.4 Proactive Disclosure of Contract with Former Public Servants

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

7.5 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Health Canada.

7.6 Call-Up Procedures

Health Canada will enter into an individual Call-up against a Standing Offer under any of the speciality categories indicated under Section 1.2 of the Statement of Work based on "Right of First Refusal"

If the Standing Offer Holder ranked first is unable to meet the <u>complete</u> requirement, the Project Authority or designate will approach the second ranked Standing Offer Holder in that specialty category.

Health Canada will provide the Standing Offer Holder a Statement of Work outlining their requirement to obtain an estimate of a firm/fixed price for any service request, which shall be established and agreed upon by the Project Authority and the selected Standing Offer Holder using the firm per diem rate and estimated level of effort (8 hours per day and half day consisting of 4 hours).

Upon agreement of a firm, fixed price for the request, the Standing Offer Holder shall be authorized by the Project Authority or designate to proceed with the work by issuance of a Callup against the SOA. The Standing Offer Holder shall acknowledge receipt of the Call-up document within two (2) working days of receipt.

Any resulting Call-up is subject to the terms and conditions of the SOA.

It is understood and agreed to that the Standing Offer Holder shall not commence any work until authorized in writing by a Call-up issued by the Project Authority or designate.

Further, no costs incurred before receipt of a signed "Call-up Against a Standing Offer" from the Project Authority, can be charged to any resulting SOA.

7.6.1 Regular Work Periods

For each work request respective of the regular work periods the Project Authority or designate shall contact the Standing Offer Holder ranked first under their perspective specialty category and provide him/her with a description of the services required and the delivery schedule to be respected.

Should the selected Standing Offer Holder be unable to perform the work requirement, the Standing Offer Holder must notify the Project Authority in writing within forty-eight (48) hours of being contacted.

This step would be repeated until one is able to perform the work as requested.

Failure to provide written notification of availability within forty-eight (48) hours of being contacted shall be interpreted as being unable to perform the service(s) and shall result in the Project Authority going to the next selected Standing Offer Holder with the work request in question.

7.7 Allocation of Work

The Standing Offer Authority will monitor Call-up activities to ensure work is allocated in accordance with the Call-Up procedures.

The above allocation is on a per Stream basis.

7.8 Call-Up Instrument

The work will be authorized or confirmed by the Identified User using a Call-Up against Standing Offer form 942.

7.9 Limitation of Call-ups

Individual Call-Ups against the Standing Offer must not exceed \$15,000.00.

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$77,650.00 from the award of the Standing Offer up to March 31, 2017 inclusive (Applicable Taxes excluded unless otherwise authorized in writing by the Standing Offer Authority.) The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the 2005 2015-07-03, General Conditions Standing Offers Goods or Services
- d) the general conditions 2010C 2015-07-03, General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- e) SACC Manual clause C6000C 2011-05-16 Limitation of Price
- f) Annex "A", Statement of Work;
- g) Annex "B", Basis of Payment
- h) Annex "C", Non-Disclosure Agreement
- i) Annex "D", Certifications
- j) Annex "E", Conflict of Interest
- k) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on____ " or "as amended on ____ " and insert date(s) of clarification(s) or amendment(s) if applicable)..

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relation between the parties determined, by the laws in force in Ontario.



8 Resulting Contract Clauses

The following clauses and conditions apply to and form part of any contract resulting from a Call-up against the standing offer.

8.0 Statement of Work

The contractor must provide the necessary items and perform the Work described in the Call-Up against the Standing Offer.

8.1 General Conditions

2010C 2015-07-03, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

8.2 Term of the Contract

8.2.1 Period of the Contract

The work must be completed in accordance with the Call-Up against the standing offer.

8.3 Proactive Disclosure of Contracts with Former Public Servants

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

8.4 Payment

8.4.1 Basis of Payment

Canada will pay the Standing Offer holder for all work performed pursuant to the Call-up and subject for acceptance by the Project Authority.

8.4.1.1 Ceiling Price

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, to the ceiling price specified in the call-up, which will be established in accordance with Annex "B", Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the call-up.

- **8.4.1.2** All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- **8.4.1.3** No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications made by the Contractor will be

authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved in writing by the Standing Offer Authority prior to their incorporation into the Work. The Contractor is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Standing Offer Authority. The Contractor will notify the Project Authority in writing as to the adequacy of this sum:

- a. when it is seventy five percent (75%) committed, or
- b. four (4) months prior to the Contract expiry date, or
- c. if the Contractor considers the funds provided to be inadequate for the completion of the Work, whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor will provide to the Project Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional fund does not increase the liability of Canada.

8.4.2 Limitation of Price

SACC Manual clause C6000C 2011-05-16 Limitation of Price

8.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must include the following:

- a) the Contract title, number and financial code;
- b) the date;
- c) a description of the Work performed;
- d) timesheets (if payment is based on hourly/firm per diem rates);
- e) evidences of actual Cost (Cost Reimbursable Elements);
- f) the amount of the progress payment being claimed; and
- g) the amount for any tax (including GST/HST).
- 2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the address shown on page 1 of the Call-Up for certification and payment.

8.6 Insurance Requirements

It shall be the sole responsibility of the Standing Offer Holder to decide whether or not any insurance coverage is necessary for its own protection or to fulfil its obligations under the SOA and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Standing Offer Holder at its own expense.

ANNEX "A"

STATEMENT OF WORK

1.0 Scope

1. 1 Title

Expert membership for the new Non-Insured Health Benefits (NIHB) Oral Health Advisory Committee (NOHAC).

1.2 Introduction

Health Canada's First Nations and Inuit Health Branch (FNIHB), NIHB Program, seeks to create an oral health advisory Committee. The NOHAC will be an independent advisory body of highly qualified oral health professionals and academic specialists who bring impartial and practical expert opinions, advice, and recommendations to the NIHB Program to support the improvement of oral health outcomes of its First Nations and Inuit clients.

The advice and recommendations provided by NOHAC will follow an evidence-based approach, reflecting oral health and scientific knowledge as well as current clinical and oral health care delivery and disease prevention best practices in the context of a public health program. In addition, NOHAC will provide evidence-based recommendations regarding management of the NIHB Dental Benefits List, including existing and newly introduced procedure codes to the NIHB Program.

Recommendations provided by NOHAC will only be done so following a majority vote by committee members. NOHAC recommendations are not binding and implementation is at the discretion of the NIHB Program.

Membership is expected to include one (1) each of the specialties identified with an asterix(*) below (for a minimum of 8 members):

- 1. Public Health Dentist (*)
- 2. Dental General Practitioner (*)
- 3. Pedodontist (*)
- 4. Prosthodontist (*)
- 5. Periodontist (*)
- 6. Dental Hygienist (*)
- 7. Dental Anesthesiologist
- 8. Denturist
- 9. Oral and Maxillofacial Surgeon
- 10. Endodontist
- 11. Health Economist (*)
- 12. Epidemiologist / Biostatistician (*)
- 13. Orthodontist

It is understood that Committee members will contribute their own expertise and will not represent a society, association or organization, corporation or industry.

While a majority membership of First Nations or Inuit oral health professionals is preferred, a balance of oral health expertise must be sought.

A Chair and Vice-Chair will each be selected through an interview process following the awarding of the SOAs.

1.3 Background

Provinces and territories are responsible for delivering health care services, guided by the provisions of the Canada Health Act. Health care services include insured hospital care and primary health care, such as physicians and other health professional services. Like any other resident, First Nations people and Inuit access these insured services through provincial and territorial governments.

However, there are a number of health-related goods and services that are not insured by provinces and territories or other private insurance plans. To support First Nations people and Inuit in reaching an overall health status that is comparable with other Canadians, Health Canada's NIHB Program provides coverage for a limited range of these goods and services when they are not insured elsewhere.

The NIHB Program is Health Canada's national, medically necessary health benefit program that provides coverage for benefit claims for a specified range of drugs, dental care, vision care, medical supplies and equipment, short-term crisis intervention mental health counselling and medical transportation for eligible First Nations people and Inuit.

The NIHB Program's dental benefit covers dental services, including: diagnostic, preventive, restorative, endodontic, periodontal, prosthodontic, oral surgery, orthodontic and adjunctive services.

1.4 Objectives of the Requirement

The NOHAC members will be responsible for providing impartial expert professional advice to the NIHB Program on a variety of topics identified by NIHB, including: current and evolving best practices; evidence-based oral health disease prevention and treatment; NIHB oral health policy; specific clinical issues; and technologies and procedures, that may have an impact on the oral health outcomes of NIHB client population.

2.0 Requirements

2.1 Tasks, Activities, and Deliverables

All members (including Chair and Vice-Chair) must:

- 1. Obtain the required material from the NIHB Program prior to each meeting for preparation;
- 2. Prepare for each meeting by reviewing provided documentation;
- 3. Be present for the duration of each meeting (unless approved by the Chair prior to the meeting);
- 4. Be a thoughtful and active participant during committee discussions and business;
- 5. Participate in votes at meetings (an exception to this voting requirement may occur when a member has declared a COI prior to the meeting. In this situation, the Chair may restrict the member's participation in the discussion and in voting);
- 6. Provide the NIHB Program with:
 - i. Expertise and evidence-based recommendations on issues such as, but not limited to, existing and planned NIHB dental benefit policy criteria, guidelines, protocols, activities and initiatives.
 - ii. Evidence-based recommendations regarding management of the NIHB Dental Benefits List, including existing and newly introduced procedure codes.
 - iii. Expert advice on oral health issues identified by the NIHB Program as having a potential impact on the oral health outcomes of NIHB clients. These may be current and emerging issues, and may be related to areas of expertise such as Public Health

benefit coverage and delivery, oral disease prevention, and oral disease treatment modalities.

iv. Evidence-based recommendations on existing and emerging dental technologies, their use within the context of a Public Health program and their impact on the oral health outcomes for the NIHB Program client population.

The deliverables associated with the services include but are not limited to the following:

Written recommendations, as stated above, must be submitted to the NIHB Program in the
form of a Record of Decision (ROD) for consideration. All ROD's must be completed, in full,
and submitted by ways of the appropriate ROD template as specified by the NIHB Program.
ROD's may be prepared by NIHB Program staff at the discretion of the Chair and must be
signed by the Chair and Vice-Chair prior to being submitted.

Aside from their requirements as a regular member, the Chair must:

- 1. Chair committee meetings;
- 2. Assist in the preparation of meeting agendas;
- 3. Invite members to make a presentation at a meeting when relevant and appropriate;
- Facilitate a full and frank discussion among advisory body members in fulfillment of the advisory body's mandate, including in formulating its recommendations, advice, or report to Health Canada;
- 5. Seek consensus on the advisory body's advice among all advisory body members, and, if there is no agreement, to ensure that this diversity of opinion is noted in meeting records or report;
- 6. Support, in any other way, the fulfillment of the advisory body's mandate;
- 7. Provide the tie-breaking vote should there be a tie during any vote at meetings.

Aside from their requirements as a regular member, the Vice-Chair must:

1. At the request of the Chair, or in the case of the Chair's absence, the Vice-Chair will chair the meeting(s) and take on the Chair's other tasks, as required.

2.2 Technical, Operational and Organizational Environment

For in-person meetings, the NIHB Program will organize the location. This may be in a boardroom or meeting room within Health Canada offices, or off-site, in Ottawa, Ontario. The final decision of location of the meeting rests with the NIHB Program. Committee members are expected to be present at in-person meetings or make alternate arrangements at the discretion of the Chair and the NIHB Program.

For teleconference meetings only, Committee members may call or log in from their location of choice. Committee Members may choose to attend in person at the chosen NIHB location, but will not be reimbursed for travel expenses.

2.3 Method and Source of Acceptance

Performance of committee members will be evaluated based on the acceptable completion of the tasks, activities, and deliverables outlined in section 2.1. Determination of this will be made through consultation with the Chair and a review of meeting minutes and attendance.

2.4 Reporting Requirements

NOHAC must submit one (1) signed ROD, in its completion, for each vote which occurs during a meeting. The ROD may be prepared by NIHB Program staff, at the discretion of the Chair.

2.5 Project Management Control Procedures

The agenda of topics for each NOHAC meeting will be prepared by the NIHB Program in collaboration with the Chair. The NIHB Program will prepare agenda items at least two months prior to the meeting. The following information outlines the procedure for identifying agenda items and the background material required by the NOHAC to perform a review of the agenda item.

One month prior to the meeting, NIHB staff and the Chair will meet to review and finalize the proposed agenda. This will normally occur via a conference call. NIHB Program staff will ensure that any items for consideration by the Committee have sufficient background information available.

Documents related to the topics identified on the agenda will be available to Committee members at least one week in advance for a teleconference and at least two weeks in advance for an in-person meeting.

After each meeting Committee members will each be responsible to submit, in a timely manner, an invoice to the NIHB program detailing their travel expenses and the payment they are entitled to receive based on the length and type of meeting that occurred (teleconference vs. face-to-face). Attendance at the NOHAC meeting will be confirmed with NIHB staff and payment will be approved according to the necessary signing authority.

The Dental Policy Manager of the Benefits Management and Review Services Division of NIHB will be the departmental representative responsible for final selection of members of the Committee and will ensure that contracts will be brought in on time and on budget and of acceptable completion of the requirements.

2.6 Change Management Procedures

The NOHAC must contain a minimum of eight (8) members to operate and may expand to up to ten (10) members in the future. The specific requirements for which specialties are required within the committee membership are based on current issues facing the NIHB Program and its client base and as such are subject to change, in future years, at the discretion of the NIHB Program.

2.6.1 Withdrawal from NOHAC Membership

Health Canada may end a member's appointment by writing to the member stating the reasons the appointment is being concluded and the effective date. Appointments may end for a variety of reasons: the member's term is complete; the mandate of the advisory body has been completed; the advisory body's mandate has changed, thus requiring a different membership, etc. An appointment may also be ended for cause when, for example, a member fails to act according to the terms of their contract, breaks the Confidentiality Agreement, or misses two consecutive meetings without a satisfactory reason.

3.0 Additional Information

3.1 Authorities

NIHB staff and management will provide support to the Chair and coordinate the NOHAC meetings. Staff from NIHB who will be involved with preparation and functioning of NOHAC meetings will include:

- **3.1.1 Dental Policy Manager or Dental Advisor** a dentist, responsible for preparation of the agenda in association with the Chair and ensuring that relevant background documentation is available for Committee meetings.
- 3.1.2 Program Support Administrative support responsible for managing member contracts. Members are to send in invoices to the Program Support for processing. Questions on payment and reimbursement will go to Program Support for response. Responsible for preparing and distributing minutes and ROD's, as required.
- **3.1.3 Data Analyst** Responsible for providing/presenting more complex data analyses; and for providing support to the NIHB Program and Committee members, including data retrieval and coordination of documents

3.2 Health Canada's Obligations

In preparation of the NOHAC meeting discussions, NIHB staff will provide members with background material documents containing information related to the topics to be reviewed. The background materials distributed to the Committee are not to be copied or forwarded outside the Committee without the knowledge and consent of the Chair and the Director General of NIHB.

During NOHAC meetings, NIHB staff will be in attendance and responsible for documenting minutes of the discussion and the final recommendations made by the Committee members, where required, as well as coordinate all operational aspects for the meeting including location and refreshments (if applicable) and phone capabilities.

3.3 Contractor's Obligations

- a) Adhere to the NOHAC Terms of Reference;
- b) For further contractor obligations please refer to section 2.1 of this Statement of Work.

3.4 Location of Work, Work Site and Delivery Point

For in-person NOHAC meetings (at least 2 per year), Committee members are expected to attend in person at the specified location arranged by the NIHB Program. All in person meetings will take place in Ottawa, Ontario.

Due to existing workload and deadlines, all committee members must be ready to work in close and frequent contact with the departmental representative and other departmental personnel.

3.5 Language of Work

The language requirement for Committee members is English only.

3.6 Security Requirements

All Bidders must have a Reliability Security Clearance prior to being awarded a Standing Offer Agreement.

If the successful Bidder does not have the required level of security, Health Canada will sponsor the security screening for the Contractor. No work will be issued until the appropriate security clearance has been obtained.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- 1. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Health Canada/PHAC.

3.7 Insurance Requirements

All members are paid for their participation on the NOHAC through a service contract and are considered contractors and not volunteers. These members are not eligible for indemnification. Obtaining appropriate insurance coverage under these circumstances is the responsibility of individual members if they wish to do so.

Members act collectively as an advisor to Health Canada with respect to the mandate of their advisory body but they are not final decision-makers. The Department has the ultimate responsibility and accountability for any decision resulting from the advice received from an external advisory body.

3.8 Travel and Living Expenses

Members will be reimbursed for expenses incurred on approved travel for the NOHAC, such as trip costs and accommodation, according to the Treasury Board's Directive on Travel, Hospitality, Conference and Event Expenditures.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The period of the Standing Offer Agreement will be for a one (1) year period upon award of the SOA.

The SO Holder hereby grants to Health Canada the irrevocable option to extend the terms of the SO for up to four (4) additional one (1) year periods, under the same terms and conditions. Health Canada may exercise this option at any time by written notice to the SO holder at least 30 calendar days prior to the SO expiry date or any extension thereof.

A single call-up will include all meetings (in person and teleconference) which are to take place from the period of the start date of the Call Up to March 31st of that Fiscal Year.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

NOHAC will meet up to three (3) times per year, depending on need. Each meeting will be at least a half (½) day to two (2) days in duration. There must be two (2) face-to-face meetings each year with each having a duration of two (2) days. The remaining one (1) meeting may be held at the call of the Chair, as required, and will be held by teleconference with a duration of half a day (4 hours). All face-to-face meetings must be based in Ottawa, Ontario.

NOHAC members are expected to review all relevant preparatory documents prior to each meeting and be prepared to discuss the topic and provide a recommendation to the NIHB Program by the end of the meeting. If additional clinical or cost information is required by NOHAC Members to make a recommendation, this will be prepared by NIHB staff and brought back to the next NOHAC meeting for review and final recommendation.

5.0 Required Resources or Types of Roles to be Performed

Oral Health Professionals must hold qualifications as an oral health professional, licensed/registered in their respective specialty and in good standing with the regulatory body of the province/territory in which they practice and must possess as a minimum five years of clinical working in their recognized specialty.

Health Economists or Epidemiologists/ Biostatisticians must hold a doctoral degree and must possess as a minimum five years of working in their recognized specialty.

6.0 Applicable Documents and Glossary

- 6.1 Applicable Documents
- 6.2 Relevant Terms, Acronyms and Glossaries

NIHB Non-Insured Health Benefits Program
NOHAC NIHB Oral Health Advisory Committee

ANNEX "B"

BASIS OF PAYMENT

Professional Service

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

			T	T
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
PERIOD OF SERVICE	INSERT SPECIALTY CATEGORY PROPOSED	NAME OF RESOURCE	FIRM PER DIEM RATE IN CANADIAN FUNDS (TAXES NOT INCLUDED)	FIRM PREPARATION RATE IN CANADIAN FUNDS (TAXES NOT INCLUDED)
Standing Offer				,
Period – Standing				
Offer award to				
March 31, 2017				
Option Period 1 -				
April 1, 2017 to				
March 31, 2018				
Option Period 2 -				
April 1, 2018 to				
March 31, 2019	_			
Option Period 3 -				
April 1, 2019 to				
March 31, 2020				
Option Period 4 -				
April 1, 2020 to				
March 31, 2021				
		TOTAL		
The sum of the firm p	\$			
Column E will be use				

For clarification purposes a day consists of eight (8) hours and a half day consists of four (4) hours.

The Chair and Vice-Chair will be paid an additional \$200 and \$100 respectively above the firm per diem rate quoted for the initial period of the Standing Offer and each option period should it be exercised.

The Chair and Vice-Chair will be paid an additional \$100 and \$50 respectively above the firm preparation rate quoted for the initial period of the Standing Offer and each option period should it be exercised.

For teleconference meetings, preparation fees will be remunerated at 50% of the firm preparation rate quoted.



ANNEX "C"

Non-Disclosure Agreement

	MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE STER OF HEALTH CANADA ("MINISTER")
numbo provid Advis	espondent,, agrees that the information under Standing Offer Agreement er 460000XXXXX and any resulting Call-Up being made available as part of the services they are ling under expert membership for the new Non-Insured Health Benefits (NIHB) Oral Health ory Committee (NOHAC) contains information that is confidential to Canada and such mation is not to be disclosed or used in any way other than as set out below.
In consideration that:	on of the Minister disclosing the Statement of Work to the Respondent, the Respondent agrees
emplo	ll not, without the prior written permission of the Minister, disclose to anyone, other than an oyee or a proposed subcontractor with the required security designations and with a need to the Statement of Work or any information contained in the Statement of Work; and
	ll not make copies of the Statement of Work nor make use of the Statement of Work or any mation therein for any purpose other than for the response to the Request for Information.
	ent shall require any proposed subcontractor referred to in (a) above to execute a Non- greement on the same terms and conditions as those contained herein.
expenses incu	ent acknowledges and agrees that it shall be liable for any and all claims, loss, damages, costs, or arred or suffered by Canada or the Minister caused by the failure of the Respondent, or by om the Respondent discloses the Statement of Work or any information therein, to comply with ad conditions.
	is Non-Disclosure Agreement shall be construed as limiting the Respondent's right to disclose on to the extent that such information:
subco- is or l know is ind is disc	becomes in the public domain through no fault of the Respondent or any proposed ontractor; becomes known to the Respondent from a source other than Canada, except any source that is n to the Respondent to be under an obligation to Canada not to disclose the information; ependently developed by the Respondent; or closed under compulsion of a legislative requirement or any order of a court or other tribunal g jurisdiction.
	ne terms of the agreement, the Respondent would be liable for any damages to the Crown that uch unauthorized disclosure.
Name of Resp	pondent

Signature by its authorized representative



1.1

ANNEX "D"

CERTIFICATIONS

(print clearly)
Offeror's Legal Name
Offeror's Complete Billing Address
Offeror's Phone number
Offeror's Authorized Representative
Offeror's Authorized Representative Phone number
()
Offeror's Authorized Representative e-mail

Legal name and Offeror's information

1.2 Certifications

Offerors must provide the required certifications at offer submission. Canada may declare an Offer non-responsive if the required certifications are not part of the offer content.

Compliance with the certifications Offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before and after issuance of a Standing Offer). The RFSO Authority will have the right to ask for additional information to verify Offerors' compliance with the certifications before issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the RFSO Authority for additional information will also render the Offer non-responsive.



1.3 Certification of Education, Experience and Qualifications

The Offeror certifies that all statements made with respect to education and experience are true and that any person proposed by the Offeror to perform the Work or part of the Work is either an employee of the Offeror or under a written agreement to provide services to the Offeror.

Canada reserves the right to verify the above certification and to declare the offer non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed whose statement of education and experience Canada has relied upon to evaluate the Offer and issuance of a Standing Offer.

1.4 Certification of Availability and Status of Personnel

1.4.1 Availability of Personnel and Facility

The Offeror certifies that, should it be authorized to provide services under any Standing Offer resulting from this RFSO, the persons and facility proposed in its offer will be available to commence performance of the Work within a reasonable time from Contract award and will remain available to perform the Work in relation to the fulfilment of this requirement.

1.5 Signature and Certification

By submitting an Offer, the Offeror certifies that the	ne information submitted by the Offeror in response to the
above requirements is accurate and complete.	
Signature	Date
	_
Print Name and Capacity	



ANNEX "E"

DISCLOSURE OF CONFLICT OF INTEREST AGREEMENT for EXPERT MEMBERSHIP FOR THE NEW NON-INSURED HEALTH BENEFITS (NIHB)ORAL HEALTH ADVISORY COMMITTEE (NOHAC)(RFSO #1000177843)

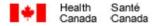
Please read the following information on conflict of interest to see if you have any problem or potential problem of serving on the above Committee under any resulting SOA should one be awarded.

As you may know, suppliers sometimes make allegations regarding conflicts of interest, unfair advantage, or bias in procurement processes. The test currently applied by the Canadian International Trade Tribunal (and the courts) in considering these types of allegations is whether there is a "reasonable apprehension of bias" – it is not necessary for a supplier to prove there is an actual conflict of interest or actual bias, or that it has affected the procurement process. If the Tribunal concludes that there is a reasonable apprehension of bias or if one Offeror has had an unfair advantage over others because of access to information not available to other potential suppliers, damages may be payable by the Crown, or it may be necessary to re-compete the entire requirement. Even where a complaint is not found valid, a complaint in itself delays the procurement process. Given PWGSC's obligation to conduct fair, open and transparent procurements, we require that you consider and respond to the following, given your involvement in the procurement described above:

I have described below [attach additional pages if necessary] all potential conflicts of interest and an or professional relationships or experience that might give rise to a reasonable apprehension o relation to this procurement.		
•		

RFSO REFERENCE # 1000177843

	experience that might give ris	ential conflicts of interest or any personal or professional relationse to a reasonable apprehension of bias in relation to this procuthat I will immediately disclose any that I become aware of durations of the content of the conte	rement to
		hould I become aware of it during the procurement process, if I endors within one (1) year prior to the publication date of the R	
	First Nations and Inuit Healt	needed in order to avoid the appearance of a conflict of interest th Branch of Health Canada policy that no individuals may serv have been in the employ of prospective vendors within one year).	e on
Pri	nt Name:		
Pri	nt Telephone Number:		
Pri	nt Name of Employer:		
Pri	nt Title:		
Da	te:		
Sig	nature:		



ANNEX "F" Security Requirements

1. CONTRACT SECURITY CLAUSES

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- 1. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the written permission of Health Canada/PHAC.



2. SECURITY REQUIREMENTS CHECKLIST (SRCL)

Government Gouvernement du Canada		10001778843 Security Classification / Classification de sécurité						
c	ECURITY REQUIREMEN	ITE CHECK I IET (EDC	N)					
LISTE DE VÉRIFIC	ECURITY REQUIREMEN CATION DES EXIGENCE	S RELATIVES À LA S	ÉCURITÉ (LVERS)					
PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organizati			or Directorate / Direction géné	rale ou Direction				
Ministère ou organisme gouvernemental d'origine	Health Canada		/BMRSD	raie ou Direction				
3. a) Subcontract Number / Numéro du contrat de so	us-traitance 3. b) Na		ntractor / Nom et adresse du s	ous-traitant				
NA 4. Brief Description of Work / Brève description du tra	NA lieuw							
Expert member of an external advisory committee respo		ecomendations to the NIHB P	ogram on the topic of oral health.					
			, , , , , , , , , , , , , , , , , , , ,					
5. a) Will the supplier require access to Controlled G				✓ No Yes				
Le fournisseur aura-t-il accès à des marchandis 5. b) Will the supplier require access to unclassified r		t to the provisions of the T	ochnical Data Control	Non Oui				
Regulations?	military technical data subject	t to the provisions of the T	echilical Data Control	Non Oui				
Le fournisseur aura-t-il accès à des données ter sur le contrôle des données techniques?	chniques militaires non classi	ifiées qui sont assujetties	aux dispositions du Règlement					
Indicate the type of access required / Indiquer le type	vpe d'accès requis							
6. a) Will the supplier and its employees require acce		CLASSIFIED information of	r assets?	No Z Yes				
Le fournisseur ainsi que les employés auront-ils	accès à des renseignements			Non ✓ Oui				
(Specify the level of access using the chart in Q (Préciser le niveau d'accès en utilisant le tablea		7. c)						
6. b) Will the supplier and its employees (e.g. cleaner	s, maintenance personnel) re		access areas? No access to	✓ No Yes				
PROTECTED and/or CLASSIFIED information of Le fournisseur et ses employés (p. ex. nettoyeu		ont ile accès à des zones	d'accès rostrointos? L'accès	Non Oui				
à des renseignements ou à des biens PROTÉG			d acces restremes? L acces					
 c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais 				✓ No Yes				
				Non L Oui				
7. a) Indicate the type of information that the supplier								
Canada ✓	NATO / OTAN	L	Foreign / Étranger					
7. b) Release restrictions / Restrictions relatives à la	All NATO countries		No release restrictions					
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative					
à la diffusion			à la diffusion					
Not releasable								
À ne pas diffuser								
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :					
Specify country(ies): / Préciser le(s) pays :	ciser le(s) pays :	Specify country(ies): / Précis	er le(s) pays :					
7. c) Level of information / Niveau d'information PROTECTED A	NATO UNCLASSIFIED		PROTECTED A					
PROTEGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A					
PROTECTED B	NATO RESTRICTED		PROTECTED B					
PROTÉGÉ B V	NATO DIFFUSION RESTR NATO CONFIDENTIAL	REINTE	PROTÉGÉ B PROTECTED C					
PROTÉGÉ C	NATO CONFIDENTIAL		PROTEGÉ C					
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL					
CONFIDENTIEL	NATO SECRET COSMIC TOP SECRET		CONFIDENTIEL					
SECRET SECRET	COSMIC TOP SECRET		SECRET SECRET					
TOP SECRET			TOP SECRET					
TRÈS SECRET			TRÈS SECRET					
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)					
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PART A (cont	linued) / PARTIE A (suite)								
Will the sup	plier require access to PROTECTED at	d/or CLASSIFIED COMSEC information or assets?	/ No Yes						
	eur aura-t-il accès à des renseignement ate the level of sensitivity:	s ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSI	FIÉS? ✓ Non ✓ Oui						
Dans l'affirm	native, indiquer le niveau de sensibilité		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
	plier require access to extremely sensit eur aura-t-il accès à des renseignement	ve INFOSEC information or assets? s ou à des biens INFOSEC de nature extrêmement délicate?	✓ No Yes Non Oui						
Document N	s) of material / Titre(s) abrégé(s) du ma Number / Numéro du document :								
	RSONNEL (SUPPLIER) / PARTIE B - F	ERSONNEL (FOURNISSEUR) reau de contrôle de la sécurité du personnel requis							
10. u) 1 cisoiii		· · · · · ·							
✓	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL SECRET SECRET	TOP SECRET TRÈS SECRET						
	TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO SECRET NATO CONFIDENTIEL NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET						
	SITE ACCESS ACCÈS AUX EMPLACEMENTS								
	Special comments:								
	Commentaires spéciaux :								
		e identified, a Security Classification Guide must be provided. contrôle de sécurité sont requis, un guide de classification de la	sécurité doit être fourni						
	screened personnel be used for portions	of the work?	/ No Yes						
	onnel sans autorisation sécuritaire peut	il se voir confier des parties du travail?	V Non Oui No Yes						
	vill unscreened personnel be escorted? ffirmative, le personnel en question ser	a-t-il escorté?	Non Oui						
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTION (FOURNISSEUR)							
	ON / ASSETS / RENSEIGNEMENT								
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? No Non Yes Oui									
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou									
CLASSI	FIES?								
	11. b) Will the supplier be required to safeguard COMSEC information or assets?								
Le fourn	Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? V NonOui								
PRODUCTIO	ON .	1100 1100 1100 1100	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2						
	roduction (manufacture, and/or repair an the supplier's site or premises?	d/or modification) of PROTECTED and/or CLASSIFIED material or	equipment No Yes Non Oui						
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ									
et/ou CL	ASSIFIÉ?								
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUF	PORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)							
		o electronically process, produce or store PROTECTED and/or CL	ASSIFIED No Yes						
information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des									
	nements ou des données PROTÉGÉS et								
11. e) Will there	be an electronic link hetween the suppli	er's IT systems and the government department or agency?	No Yes						
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence									
gouvern	ementale?								
TRS/SCT 25	0-103(2004/12)	Security Classification / Classification de sécurité							
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			Canada						



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Category Cetégoria		ROTÉ			ASSIFIED LASSIFIÉ			NATO			1.	Т		COMSEC		
	A	В	c	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP
				CONFIDENTIEL		TRÊS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	^	В	С	CONFIDENTIEL		TRES
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Media /. upport TI			t		-	1					+		-			
Link /											T					
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Dans l'affirma « Classification 2. b) Will the documenta	on d	te s	écuri on at	té » au haut d tached to this	et au bas SRCL be	du formi	ilaire. TED and/or	CLASSIFIED	,	ia case ii	ntitui	188		[✓ No Non	
If Yes, classif attachments Dans l'affirm « Classificati des pièces lo	(e.g atlv	. SE e, cl	CRE	T with Attach	ments). formula	lre en Ind	liquant le nh	veau de sécu	rité dans	la case li	ntitul	ée				

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PART D - AUTHORIZATION / PAR			CONTRACTOR	414 24 4 5	TOTAL PROPERTY.				
13. Organization Project Authority /	Chargé de projet de l'o	rganisme			1				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature	Signature				
Marc Plante	Dental Poli	cy Manager		3					
Telephone No N° de téléphone 613-948-4689	Facsimile No N° do	e télécopieur	E-mail address - Adresse of marc.c.plante@hc-sc.gc.c		urriel Date 2016 - 04-67				
14. Organization Security Authority /	Responsable de la sé	curité de l'orga	nisme		1				
Name (print) - Nom (en lettres moule	ées)	Title - Titre Sr. Training	g & Awareness Officer	Signature	S.P. Blair				
Telephone No N° de téléphone 613-946-7752	Facsimile No N° de 613-941-2396	e télécopieur	E-mail address - Adresse of curtis.blalr@hc-sc.gc.ca	courriel	Date 2016 - 04 - 07				
 Are there additional instructions Des instructions supplémentaires 				sont-elles jointe	s?				
16. Procurement Officer / Agent d'ap	provisionnement								
Name (print) - Nom (en lettres moulé		Title - Titre	OC OFFICER	Signature	consulettet				
Telephone No N° de téléphone	Facsimile No N° de	e télécopieur	E-mail address - Adresse		Date 2016-04-07				
17. Contracting Security Authority / A	Autorité contractante er	n matière de sé	curité						
Name (print) - Nom (en lettres moulé	ees)	Title - Titre		Signature					
Telephone No N° de téléphone	Facsimile No Nº de	télécopleur	E-mail address - Adresse	courriel	Date				

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