



**A1. RETURN BIDS TO:**

Attention: Sean Gosson  
 Email : sean.gosson@hc-sc.gc.ca  
 Solicitation #: 1000172649

**Request for Standing Offer (RFSO)**

for

The Performance of the Work described in Annex A – Statement of Work

**A2. RFSO Authority**

The Authority for this RFSO is:

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 Senior Procurement and Contracting Officer  
 Material And Assets Management  
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 Ottawa, Ontario

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THIS RFSO CONTAINS A SECURITY REQUIREMENT

<b>A3. TITLE</b> Sioux Lookout Zone Dental Services Program for First Nations and Inuit Health Branch (FNIHB), Ontario Region, Health Canada.	
<b>A4. OFFER CLOSING DATE</b> December 13, 2016	
<b>A5. SOLICITATION NUMBER</b> 1000172649	<b>A6. ISSUE DATE</b> November 3, 2016
<b>A7. ENQUIRIES</b> All enquiries must be submitted in writing to the designated RFSO Authority identified in A2 by no later than ten (10) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
<b>A8. APPLICABLE LAWS</b> In accordance with GI15, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the <a href="#">Province of Ontario, Canada</a> .	
<b>A9. OFFER SOLICITATION DOCUMENTS</b> The RFSO is divided into seven (7) parts as follows: <ol style="list-style-type: none"> <li>1. Part 1 General Information</li> <li>2. Part 2 Offerors Instructions</li> <li>3. Part 3 Offer Preparation Instructions</li> <li>4. Part 4 Evaluation Procedures and Basis of Selection</li> <li>5. Part 5 Certifications</li> <li>6. Part 6 Security, Financial and Insurance Requirements</li> <li>7. Part 7A Standing Offer, 7B Resulting Clauses</li> </ol> Annex A – Statement of Work Annex B – Basis of Payment Annex C – Security Requirements Annex D - Mandatory Certifications Annex E - Insurance Requirements Annex F - Intellectual Property Annex G - Certifications Annex H - Travel	
<b>A10. OFFER DELIVERY</b> Offers must be received by no later than <b>14:00 (2 p.m)</b> on <b>December 13, 2016 (Eastern Standard time)</b> at the email address indicated in A1. Offers received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive.	
<b>A11. OFFER VALIDITY</b> Offers will remain valid for a period of one hundred and eighty (180) calendar days following the Closing Date.	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer 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, Security Requirements Checklist, Mandatory Certifications, Insurance Requirements, Intellectual Property, Certifications and Travel.

### **1.2 Summary**

The Ontario Region of Health Canada, First Nations and Inuit Health Branch (FNIHB) requires Dentists and Certified Dental Assistants, hereinafter referred to as Dental Service Providers in support of the Sioux Lookout Zone Dental Program on an “as and when requested” basis, at isolated and occasionally at semi-isolated First Nation communities.

Health Canada’s (HC) objective is to establish up to two (2) Standing Offers Agreement(s) (SOAs) with qualified firms to provide Dental Services to communities in Northwestern Ontario on an “as and when requested” basis.

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers 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 Request for Standing Offers (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) (<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 (2016-04-04)** Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of **2006**, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### **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 of the Request for Standing Offers.

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

### **2.3. Former Public Servant**

#### **Proactive Disclosure of Contracts with Former Public Servants**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must be able to bear the closest public scrutiny, and reflect fairness in the spending of public funds. To comply with Treasury Board policies and directives on contracts with FPS, Offerors must provide the information required below.

#### **2.3.1 Definitions**

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.

#### **2.4. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. 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.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1. Offer Preparation Instructions

#### ADMINISTRATIVE INSTRUCTIONS FOR COMPLETION OF THE RFSO

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>

Offeror who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2006(2016-04-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2006 and this document, this document prevails.

- In the *complete text content* (except subsections 3.0):
  - **Delete** “Public Works and Government Services Canada”: and **Insert** “Health Canada” OR “Public Health Agency of Canada”.
  - **Delete** “PWGSC” and **Insert** “Health Canada” OR “Public Health Agency of Canada”.
- At subsection 04 “Submission of Offerors”:
  - 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” **Insert** “send the arrangement according to the instructions specified in the RFSO”
  - at 4: **Delete** “60 days” **Insert** “120 days”
- At subsection 08: **delete** in its entirety.

#### 3.2 General Information:

Canada requests that offeror provide their bid electronically to the email address listed on the RFSO cover page as follows:

- a) **VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY)** – one (1) soft copy required,
- b) **VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY)** – one (1) soft copy required; and
- c) **VOLUME 3 – CERTIFICATIONS** (Offeror must submit the certifications as per Annex D and G) – one (1) soft (electronic) copy is required.

#### **NOTE:**

- Proposal(s) can be submitted in either Official Language (English and/or French)
- The RFSO Reference Number and the name of the Contracting Officer must be marked on all documents, binders and respective envelopes.
- Price **must** appear in the financial proposal only. No prices must be indicated in any other volume of the proposal.

If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed Health Canada’s server limitation.

Canada requests that offeror follow the format instructions described below in the preparation of their proposal.

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

#### **VOLUME 1: TECHNICAL PROPOSAL**

In the technical proposal, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **General Information for Offerors:**

Your technical proposal must meet **all of the Mandatory Requirements** listed in Section 4.1.1.1, as well as the **minimum score identified for the Point Rated Requirements** in Section 4.1.1.2.

Your technical proposal should also include the following:

#### **Understanding of the Requirements:**

A brief statement that demonstrates that the contractor understands the requirements of the SOW, including the objectives, scope of work and deliverables.

#### **Approach and Methodology:**

**General Approach:** A description of the overall strategy and approach to this project.

**Methodology:** Identify methodologies and techniques to be used, including identifying any proprietary information, which is proposed to be used in the program.

**Work Plan/Project Schedule:** For each Call-up, break down the work by task – show phases, planned start, completion dates and the estimated level of effort (i.e. person days) needed to complete the task. The work plan may include a matrix and/or time line charts. A project schedule structured in weeks, reflecting milestones and deliverables, should be included.

**Performance and Quality Control:** Specify how you propose to deal with the performance and quality assurance of the work provided by your organization to the Crown. Include information about quality control methods and reporting mechanisms.

#### **Proposed Team:**

**Personnel:** Identify the proposed personnel, who will be assigned to this SOA, describe the roles they will be performing, including the amount of direct time dedicated to the project by principals and/or senior personnel, and explain why they are well suited to the work, referring to their qualifications, certifications, education and experience.

*If applicable, include a list of proposed sub-contractors, with reference to their capabilities, experience and degree of involvement in the work.*

The offeror must certify in the technical proposal that the information provided in all the personnel résumés has been verified to be true and accurate. In addition, for every resource proposed by the offeror who is not an employee of the firm, the actual resource must certify that they are aware that they are being bid as part of the bid/ proposal and state their relationship with the firm.

**Contingency Plan:**

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

If the SOA cannot be completed by the assigned personnel, the following individual(s) will complete the work: (*Attach résumés*).

**Organization:** Provide background information about your company, including its legal name and the province in which the company is incorporated.

**Relevant Work Experience:** Describe your company's capacity and experience in this field.

**References (Not Mandatory):** **Note:** if potential contractors are asked to supply references as part of their submission, you should clearly identify the things you wish to verify through the reference check. In this way, the contractor will be able to ensure that the person providing the reference has the most useful and valid information.

**Résumés of Personnel:**

*All resume's of proposed personel must form part of the offeror's proposal.*

**VOLUME 2: FINANCIAL PROPOSAL**

The price proposal should address each of the following categories:

**Pricing Table:**

<b>Year One</b>	<b>Per Diem Rate</b>
Dentist	
Dental Assistant	
<b>Year Two</b>	<b>Per Diem Rate</b>
Dentist	
Dental Assistant	
<b>Year Three (Option Year 1)</b>	<b>Per Diem Rate</b>
Dentist	
Dental Assistant	
<b>Year Four (Option Year 2)</b>	<b>Per Diem Rate</b>
Dentist	
Dental Assistant	

Per Diem: For each individual and/or labour category to be employed on the project, including subcontractors, indicate the proposed time rate. Although detailed support for the rates is not requested at this time, you should be prepared to substantiate the proposed rates.

See Annex H for an explanation of allowable travel expenses.

Other Expenses: List any other expenses which may be applicable, giving an estimated cost for each (e.g. long distance communications, reproduction, shipping, equipment, rentals, materials, etc.).

Goods and Services Tax/Harmonized Sales Tax: Various items in your cost proposal may be subject to GST/HST or custom duties, and this charge must be included in the cost estimates where applicable.

**VOLUME 3: CERTIFICATIONS**

Offeror must submit the certifications as per Annex D and Annex G with proposal at bid closing.

**3.2.1 No Payment for Pre-SOA Costs:** No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFSO. No costs incurred by the offeror prior to the date of a signed SOA and Call-up issued by HC for the provisions of professional eLearning services may be invoiced to HC.

### **3.3 Delivery Instructions for Proposal:**

**Proposal submission are to be sent electronically to the following address:**

See Cover page for details

#### **3.3.1 Bid Validity Period:**

See Cover page for details

**3.3.2 No Payment for Costs Relating to the Submission of a Proposal:** No payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFSO.

As per section 3.3.1

The onus for submitting bids on time at the specified location rests with the offeror. It is the responsibility of the offeror to ensure correct and on-time delivery of the entire bid to the Crown, including all required information.

### **3.4 Closing Date and Time:**

All proposals must be received at the specified location as noted on the Cover page of this RFSO. Proposals received after this time will be returned unopened.

### **3.5 Time Extension to Closing Date:**

A request for a time extension to the closing date will be considered only in exceptional circumstances. Any requests for extension must be received in writing by the identified RFSO Authority .

### **3.6 Non-Compliance/Unacceptable Proposals:**

Failure to meet the mandatory requirements of this RFSO will result in your proposal being declared non-responsive.

Proposals received after the proposal closing time will not be considered and will be returned unopened to the offeror. Further, for any proposals, which are found to be non-compliant, the financial part of the bid or proposal will be returned unopened with a letter from Health Canada indicating that the bid/proposal was non-compliant.

### **3.7 Offerors Conference/Site Visits:**

There is no site visit with this requirement.

### **3.8 Announcement of Successful Offeror(s):**

The name(s) of the successful offeror(s) will be announced on the Government tendering system Buy and Sell only once the Standing Offer Agreements have been put in place.

### **3.9 Rights of the Crown:**

The Crown reserves the right to:

- reject any or all proposals received in response to this RFSO;
- accept any proposal in whole or in part;
- cancel and/or re-issue this requirement at any time;
- seek clarification or obtain verification of statements made in a proposal;
- enter into negotiations with offerors on any or all aspects of their proposal;
- verify any or all information provided by the Offeror with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if Health Canada determines during the evaluation phase that the Offeror does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein; and
- discontinue the evaluation of any proposal, which is determined, at any stage of the evaluation process, to be non-compliant.

## 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 Request for Standing Offers 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

The offer must meet the mandatory criteria set out below. The Offeror must provide the necessary documentation to support compliance. Offers, which fail to meet the mandatory criteria, will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a "Yes" or a "No."

<b>ATTENTION OFFERORS:</b>			
Write beside each of the criterion the relevant page number(s) from your offer, which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to offer (indicate page #)
MT1	<p><b>Firm, Organizational or Individual Experience</b></p> <p>Bidding organization and/or it's individual Dentists and Certified Dental Assistants Providers must have a minimum of two (2) years in the last ten years of corporate experience recruiting licensed Dentists and Certified Dental Assistants for oral health related services/activities.</p> <p>a). Identify the activities for which recruitment was necessary;</p> <p>b). Brief description of the services provided;</p> <p>c). Beginning and end date of the provision of the services; and</p> <p>d). Number of Dentists and Certified Dental Assistants Providers supplied.</p>		
MT2	<p><b>Performance and Quality Assurance Program</b></p> <p>The Offeror MUST describe in their proposal the</p>		

	method by which they will measure, track and monitor the performance and quality of work of their resources, and, how they will remedy performance issues.		
<b>MT3</b>	The Offeror must demonstrate their capability to provide licensed Dentists and Certified Dental Assistants Providers by including in their proposal a minimum of 20 resumes for each that they are prepared to provide as part of their Offer who at the time of the RFSO meet all the minimum qualifications identified in the Statement of Work. Mandatory Certification at Annex “D” #5 Personnel Certification, must be signed by each proposed resource, and, submitted with the resume as part of the Offeror’s Offer.		
<b>MT4</b>	<b>Administrator</b> The Offeror must identify in their proposal the name of the resource who will act as a liaison between the Contractor and Health Canada and administer the Offer on the part of the Contractor.		

#### 4.1.1.2 Point Rated Technical Criteria

In addition to meeting the Mandatory Criteria, the Offeror should also address the Point-Rated Criteria identified below.

##### Minimum overall score

The overall cumulative score is of 170 points for the sum of technical criteria RT1, RT2, RT3, RT4 and RT5. Offers that fail to meet the minimum score of 102 points will be declared non-responsive and no further consideration will be given to the offer.

#	Point-Rated Technical Criteria	Points allocated	Minimum points required	Actual Score	Cross-Reference to offer (indicate page #)
<b>RT1</b>	<b>Performance and Quality Assurance</b> The Offeror’s must clearly outline its approach and methodology to meet the requirement and in particular	25			



<p>address the following:</p> <p>a) Mechanism to be used to match the competency and experience of a resource with their proposed role to ensure the best fit for HC FNIHB (5 points)</p> <p>b) Hiring and recruitment plan tied to meeting the needs of HC FNIHB (5 points)</p> <p>c) Identify how the Offeror will ensure that any issues raised by HC FNIHB related to performance or quality assurance, are resolved (5 points)</p> <p>d) Identify the typical problems and risks associated with the work and how the Offeror will try to prevent them, remedy and provide solutions (5 points)</p> <p>e) Identify the method for auditing the quality and performance of the work by its resources (5 points)</p> <p>Scale for above R1 a -to- e elements:</p> <p>5 points = Demonstrated complete and full understanding of the requirement; clear recognition of problems and sound, even creative solutions;</p> <p>4 points = Very good understanding overall; fair understanding of some minor areas; recognition of</p>				
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	<p>problems, some incomplete solutions;  2.5 points = Overall fair understanding; missing many points including some major areas; limited appreciation of problems and solutions;  1 point = Weak understanding, missing many major areas; weak understanding of problems;</p>				
<b>RT2</b>	<p><b>Understanding of the Requirement</b></p> <p>The offeror should demonstrate an understanding of the Statement of Work and should include:</p> <p>a) A understanding of the services required by the individual resources (5 points)</p> <p>b) An understanding of the work environment with respect to cultural and geographical considerations (5 points)</p> <p>c) An understanding of the issues facing First Nations communities (5 points)</p> <p><b>Scale for above R2 a to c elements:</b></p> <p><b>5 points</b> = Demonstrated complete and full understanding of the requirement; clear recognition of problems and sound, even creative solutions;  <b>4 points</b> = Very good understanding overall; fair</p>	15			

	<p>understanding of some minor areas; recognition of problems, some incomplete solutions;</p> <p><b>2.5 points</b> = Overall fair understanding; missing many points including some major areas; limited appreciation of problems and solutions;</p> <p><b>1 point</b> = Weak understanding, missing many major areas; weak understanding of problems;</p> <p><b>0 points</b> = No demonstrated understanding of the requirement</p>				
<b>RT3</b>	<p><b>Experience Working with FN and Inuit Clients</b></p> <p>The minimum 20 resources for each Dentist and Certified Dental Assistant identified in MT3 proposed by the Offeror must demonstrate experience (minimum of two months experience in the last two years) working with First Nations and Inuit clients and/or experience working in rural or remote communities.</p> <p>Each resource with this experience will be assigned one (1) point to a maximum of forty (40) points. One point will be assigned for demonstration that a proposed resource has had experience in the last two years."</p>	40			

<p><b>RT4</b></p>	<p><b>Work Experience of the Proposed Resources</b></p> <p>The resources proposed by the Offeror with a minimum of one (1) year experience working in a Dental Health Alternative Practice Setting, Public Health or Community Health environment as demonstrated in the resumes of the minimum 20 resources each Dentists and Dental Assistants identified as part of MT3.</p> <p>Each resource with this experience will be assigned two (2) points to a maximum of eighty (80) points.</p>	<p>80</p>			
<p><b>RT5</b></p>	<p><b>Relevant Work Experience as an Organization/Firm</b></p> <p>The offeror should demonstrate that they have relevant pertinent* work experience directly related to dental procedures when providing dental services other than and beyond the one identified in MT1. For each relevant pertinent work experience directly related to dental procedures provide a detailed account of the experience providing dental services. For each relevant experience two (2) points will be provided to a maximum of ten (10)."</p> <p>*examples would include but not limited to restorations, extractions, etc.</p>	<p>10</p>			

	<b>Total Score</b>	170	102		
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**4.1.2 Financial Evaluation**

**4.1.2.1** The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**4.1.2.2** The financial evaluation and score will be based on the total (Dentist + Dental Assistant) Average Per Diem Rate over the potential 4 year period, An example of the total average per diem rate is as follows:

- Year 1 = \$50 per diem rate
- Year 2 = \$40 per diem rate
- Year 3 = \$150 per diem rate
- Year 4 = \$150 per diem rate

The bidder's average per diem rate = \$100

**4.2 Basis of Selection**

**Highest combined rating of technical merit and price**

For each responsive offer, the technical merit score and the pricing score will be added to determine its total combined score. The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a contract. If two (2) or more responsive offers have the same combined total score, the responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.

To determine the overall score obtained by an Offeror, the following weighting will be used to establish the technical and financial score:

Technical weighting: 60% (*adjust the % as required*)  
 Price weighting: 40% (*adjust the % as required*)

Technical score = 
$$\frac{\text{Offeror's technical points} \times 60\%}{\text{Maximum points}}$$

Financial score = 
$$\frac{\text{Lowest priced offer} \times 60\%}{\text{Offeror's total evaluated price}}$$

Total score = Technical score + Financial score

**NOTE:** Offers for which the total evaluated offer price is 150% greater than the lowest price of all offers received will automatically receive a score of "0 points" for the financial score.

The following is an example that illustrates how this calculation would be made. The dollar figures shown are for the purposes of this example only; they do not suggest a desired price.

	<b>Offer 1</b>	<b>Offer 2</b>	<b>Offer 3</b>	<b>Offer 4</b>
Total evaluated price of each responsive offer	\$100,000.00	\$120,000.00	\$140,000.00	\$220,000.00

In the example above, offer 4 would receive "0 points" for its financial score as it exceeds the lowest priced offer by more than 150% ( $\$100,000 \times 150\% = \$150,000$ ).

The responsive offer with the highest number of points will be recommended for issuance of a Standing Offer, provided that the total, all-inclusive offer price does not exceed the maximum funding available for

this requirement. Offers exceeding this amount will be deemed non-responsive and will not be given any further consideration. This disclosure does not commit Canada to pay the maximum funding available.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer. Certifications and additional information to be provided with offer at bid closing.

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) (<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**

Annex D Mandatory Certification - #5 Personnel Certification, must be signed by each proposed resource, and, submitted with the resume as part of the Offeror's Offer.

Annex G – Certifications

##### **5.1.2.1 Set-aside for Aboriginal Business**

This RFSO is not being set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB)

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

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

### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. The substitute will need to be evaluated by the project authority to confirm that they meet all of the qualifications and experience detailed in the Mandatory and Point rated criteria of the Request for Standing Offer. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.



## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E .

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

- 7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

##### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #1000172649**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached in Annex "C".
  - (b) Industrial Security Manual (Latest Edition).

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

<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-1-eng.html#srcl10>

#### **7.3 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **7.3.1 General Conditions**

2006(2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 20 calendar days after the end of the reporting period.

The Offeror must provide the following information in each report:

- the Health Canada call-up number and the invoice number;
- the call-up date and invoice date;
- a brief description of the work performed;
- the location the services or work was performed;
- the name of the Dentist and / or Certified Dental Assistant providing the services or work;
- the amount of the invoices being claimed against the Health Canada call up number; and
- the amount for any tax (including GST/HST).

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of standing offer award for two full calendar years thereafter.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority .

## **7.5. Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Sean Gosson  
Title: Senior Procurement and Contracting Officer  
Department: Health Canada  
Directorate: CFOB  
Division: MAMD  
Address: 200 Eglantine Driveway  
Ottawa, ON K1A 0K9  
Telephone: 613-355-9020  
E-mail address: [sean.gosson@hc-sc.gc.ca](mailto:sean.gosson@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.

### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

To be announced at time of Standing Offer award.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## **7.6 Identified Users**

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

### **7.7.0 Call-up Allocation**

#### **7.7.1 Call-up Allocation**

**7.7.1.1** Call-ups against the Standing Offer will be issued on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

Highest Ranked Offeror:	60%
Second Highest Ranked Offeror:	40%

If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis.

**7.7.1.2** The Standing Offer Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

### **7.8.0 Call-up Procedures**

**7.8.1** Offerors will be contacted directly as described in 7.7.1.1 above.

**7.8.2** The Standing Offer Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

**7.8.3** The Standing Offer Authority will determine whether a firm price, ceiling price, or limitation of expenditure will apply to the Call-up and will require the Offeror to accordingly submit either a firm price, ceiling price or limitation of expenditure.

Firm price definition: The total amount payable is a fixed sum. Both parties agree prior to the award of the call-up as to the price payable thereunder.

Ceiling price definition: The maximum amount of monies that may be paid to a Contractor for costs reasonably and properly incurred in the performance of the Work described in the call-up. If the costs, as charged, reach or exceed the ceiling, the Contractor must complete the Work and will receive no monies beyond this ceiling.

Limitation of expenditure definition: The maximum amount of monies that may be paid to a Contractor for the costs reasonably and properly incurred in the performance of the Work described in the call-up. If the Contractor discovers that there are insufficient funds to complete the Work, the Contractor must inform the Standing Offer Authority. The Standing Offer Authority then has the option of providing additional funding or requesting the Contractor complete the Work to the extent that the current funding permits.

**7.8.4** The Offeror will either submit a firm price, or a ceiling price, or a limitation of expenditure as required by the Standing Offer Authority, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Standing Offer Authority. The proposal must be submitted to the Standing Offer Authority within three (3) business days of receiving the request.

**7.8.5** The firm price, ceiling price or limitation of expenditure will be established by utilizing the applicable rates as shown in the Basis of Payment, Annex B.

**7.8.6** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.8.4 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

**7.8.7** The Standing Offer Authority reserves the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority reserves the right to go to the next Offeror.

**7.8.8** Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

**7.8.9** The Offeror shall not commence Work until the Call-up Against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

## **7.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form 942 Call-up Against a Standing Offer.

## **7.10 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$ 75,000.00 (Applicable Taxes included).

## **7.11 Financial Limitation**

The total cost to Canada resulting from callups against the Standing Offer must not exceed the sum of \$5,300,000.00 (Applicable Taxes excluded) for the initial Standing Offer period and \$2,650,000.00 (Applicable Taxes excluded) for each of the two (2) subsequent option period 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.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **7.12 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 general conditions 2006(2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment
- g) Annex C, Security Requirements Check List
- h) Annex E, Insurance Requirements (*if applicable*);
- i) 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).

## **7.13 Certifications**

### **7.13.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### **7.13.2 Limitations to the Standing Offer Agreement (SOA):**

For the duration of the SOA, the Standing Offer Holder agrees to notify in writing the Departmental Representative of his/her desire to withdraw from the SOA a minimum of thirty (30) days prior to ceasing any provision of the services agreed to within the SOA.

Should the Standing Offer Holder(s) default on any Call-up issued, the department may, by notice to the Standing Offer Holders(s), terminate the whole or any part of the work.

### **7.13.3 Federal Contractors Program for Employment Equity - Setting aside**

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

## **7.14 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.

## **B. 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.

### **8.1 Statement of Work or Requirement**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **8.2 Standard Clauses and Conditions**

#### **8.2.1 General Conditions**

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

### **8.3 Term of Contract**

#### **8.3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **8.4 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.

### **8.5 Basis of Payment**

Please refer to Annex B

#### **8.5.1 Limitation of Price**

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

### **8.6 Invoicing Instructions**

Please refer to Annex B

### **8.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex E . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **8.8 Federal Contractors Program for Employment Equity - Default by the Contractor**

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



**ANNEX "A"**  
**STATEMENT OF WORK**

**1.0 Scope**

**1.1 Title:**

Sioux Lookout Zone Dental Services Program for First Nations and Inuit Health Branch (FNIHB), Ontario Region, Health Canada.

**1.2 Introduction:**

The Ontario Region of Health Canada, First Nations and Inuit Health Branch (FNIHB) requires Dentists and Certified Dental Assistants, hereinafter referred to as Dental Service Providers in support of the Sioux Lookout Zone Dental Program on an "as and when requested" basis, at isolated and occasionally at semi-isolated First Nation communities.

**1.3 Objectives of the Requirement:**

The Ontario Region of Health Canada, First Nations and Inuit Health Branch (FNIHB) requires Dentists and Certified Dental Assistants, hereinafter referred to as Dental Service Providers in support of the Sioux Lookout Zone Dental Program on an "as and when requested" basis, at isolated and occasionally at semi-isolated First Nation communities.

For each piece of work requested, the Health Canada Project Management/Technical Authority will give directions to the Standing Offer holder, such as:

- a) the specific project for which the services are required (and security if applicable)
- b) the official language in which the required services shall be delivered;
- c) the location where the required services shall be performed and (or) delivered within, and
- d) the \$ value reached against the Standing Offer Agreement with this Call-up.

**1.4 Definition of a Standing Offer Agreement:**

A Request for Standing Offer Agreement is not a contract. A contract is entered into each time a Call-up is made against a Standing Offer. Health Canada's liability is limited to the actual value of the Call-ups made within the period specified in the resulting Standing Offer.

**1.5 Background, Assumptions and Specific Scope of the Requirement:**

Ontario Region, FNIHB has a mandate to make certain health care programs and services available and accessible to First Nations and Inuit in Ontario. In support of this mandate, the Sioux Lookout Zone Office operates a dental program referred to as the "Sioux Lookout Zone Dental Program" (SLZDP), which provides dental treatment and preventive services to registered First Nations people residing in isolated and semi-isolated communities in Northwestern Ontario and to those who can access the main dental clinic facility in Sioux Lookout, Ontario. The Sioux Lookout Dental Clinic is open Monday through Friday and its hours of service are 8:30 a.m. to 4:30 p.m. Children who require treatment for Early

Childhood Caries (ECC) are brought to Sioux Lookout and treated under general anesthetic at the Sioux Lookout Meno-Ya-Win Health Centre. Treatment that cannot be provided in either of these venues is referred out to specialists in Thunder Bay, Kenora and Winnipeg. Smaller dental facilities are located in the Nursing Stations in the North in the communities listed below and dentists, certified dental assistants and hygienists either are flown in or travel by vehicle on an “as and when requested” basis subject to accommodation in the community. The current method of delivering this service has proven to be the most cost effective means of providing such services to the First Nations and Inuit communities served by the Sioux Lookout Zone given the only alternative would be to fly the patients out of the community for the services.

## 2.0 Requirements

### 2.1 Tasks, Activities, Deliverables and Milestones:

The Contractor will provide qualified, licensed Dentists, and Certified Dental Assistants to meet the requirements of the Sioux Lookout Zone Dental Program, as identified by the Project Authority on an “as and when requested” basis.

2.1.1 For all services required on an “as and when requested” basis, the Contractor will provide the Project Authority listings of Dental Service Providers Dentist and Certified Dental Assistant along with a resume, and associated credentialing documentation to demonstrate that the proposed Dental Service Provider meets all the criteria to provide the service, and available times for these services. The Project Authority will review the documentation, and confirm his/her acceptance of the proposed Dental Service Provider. The Project Authority will then arrange a work schedule for Dentists, and Certified Dental Assistants to provide treatment to isolated communities as identified under section 3.4 (service locations).

All services rendered must be in accordance with the statutory and regulatory standards of the Royal College of Dental Surgeons of Ontario (RCDSO) in the province of Ontario.

#### 2.1.2 Dental Service Provider Categories

The level of effort and categories of Dental Service Providers are estimated in the table below for information purposes. The Contractor will provide Dental Service Providers on an “as and when requested” scheduled basis as determined by the Project Authority.

The service rotation/s will be in blocks varying from one week and up to blocks of ten weeks. Shorter blocks may be necessary depending upon the needs of the communities, (For example, but not limited to, community events, emergency in the community, etc.). In addition, travel between communities would be required.

Professional Services	Estimated Level of Effort
1. Dentists to provide dental services	750 rotational days per year at Sioux Lookout locations, including the Sioux Lookout Clinic, Pelican High School and Meno Ya Win Hospital. 1000 rotational days a year in Northern Communities, as identified under Section 3.4 (service locations)
2. Certified Dental Assistants to assist Dentists in the provision of dental services.	500 rotational days per year in Northern Communities, as identified under Section 3.4 (service locations), except for Pelican High School, Frenchman’s Head and Kejick Bay.

### 2.1.3 Services include, but are not limited to:

#### Dentists

- a) Diagnostic services such as intra and extra oral examination, dental and medical histories, intraoral/extraoral radiographs plus their interpretation, treatment planning, vitality tests, diagnostic casts, patient consultation and participation in dental surveys on request.
- b) Dental restorative services such as amalgam, composite and stainless steel crown restorations including retentive pins and sedative dressings, occlusal equilibration.
- c) Fixed prosthodontics including placement of crown, post and cores.
- d) Endodontic treatment including emergency pulpectomy, and treatment of single and multi-rooted teeth, extra coronal splinting of traumatically displaced teeth, reimplantation of avulsed teeth, incision and drainage of abscesses.
- e) Periodontal therapy including the emergency treatment of oral soft tissue infections and placement and maintenance of periodontal appliances.
- f) Removable prosthodontic services including the fabrication of complete and partial dentures, denture adjustments, denture relines.
- g) Oral surgery simple extractions.
- h) Work in an operating room.
- i) Adjunctive services such as professional consultations through patient referrals, prescription of drugs and medications, case descriptions and completion of oral health certificates as required.
- j) Calling clients for missed appointments to follow up and schedule appointment.
- k) Through liaison with the Zone Dental Officer, or his/her designate, the dental services provider will ensure that an adequate stock of dental supplies and dental equipment is available at the site of operation. The Dentists and Certified Dental Assistants will carry out routine daily maintenance of FNIHB dental equipment and arrange for replacement or repair of nonfunctional equipment through the Zone Dental Officer, or his/her designate. It is the responsibility of the Dentist and the Certified Dental Assistant to ensure clinic cleanliness and orderliness, as well as adherence and the usage of appropriate infection control procedures in accordance with the statutory governing body the Royal College of Dental Surgeons of Ontario, (RCDSO) of the province of Ontario.

#### Certified Dental Assistants

- a) Assisting during the examination and treatment of patients.
- b) Maintaining cleanliness and preparedness of dental clinics and equipment.
- c) Cleaning and sterilizing dental instruments by adhering to infection control protocol

in accordance with the statutory body the Royal College of Dental Surgeons of Ontario, (RCDSO) of the province of Ontario.

- d) Performing dental laboratory duties and clerical duties associated with the provision of dental services as required.
- e) Other clinical or administrative tasks related to operations as assigned and according to program needs such as but not limited to calling and scheduling patients/clients.

## **2.2 Specifications and Standards:**

The Contractor must ensure that the Contractors' Dental Service Providers, the Dentist and the Certified Dental Assistant follow the standards of practice:

- 2.2.1 All work is completed in accordance with the statutory governing body the Royal College of Dental Surgeons of Ontario, (RCDSO) of the province of Ontario.
- 2.2.2 All relevant resources will follow guidelines and templates, which will be provided by the Project Authority at time of Standing Offer award.
- 2.2.3 Be mentally prepared to face isolation, different cultures.
- 2.2.4 Not represent the views of Health Canada in any formal communication with the First Nation's Band Community Leadership including the Health Director and other First Nations agencies or any other outside agency.
- 2.2.5 The Dentist or Certified Dental Assistant Contractor must comply with all health and safety requirements of Health Canada and the facility.
- 2.2.6 The Dentist or Certified Dental Assistant Contractor must ensure that the information is posted in the clinic facility: Clinic hours, clinic telephone number, how to make an appointment, instructions for emergency patients and times for special clinics.

## **2.3 Technical, Operational and Organizational Environment:**

This will be determined as per the Call-up issued.

- 2.3.1 Dental services for a community will be provided "if and when requested" referred to as, a call up by The Project Authority. The number of clinic days per community will depend on community needs, the availability of clinic facilities, dental equipment and accommodations.
- 2.3.2 A community is not permanently assigned or guaranteed to any one Dentist or Certified Dental Assistant Contractor. However, the Dentist or Certified Dental Assistant Contractor is usually designated to provide service to a community on a regular basis.
- 2.3.3 The Dentist or Certified Dental Assistant Contractor who is assigned to a community on a regular basis will confirm the scheduled visit fifteen (15) days in advance with the Contractor, so that the dental clinic is ready and the community is informed of the visit.
- 2.3.4 The Contractor must submit a preliminary availability schedule of Dentists and Certified Dental Assistants Contractors of six months and provide a monthly update of the final availability schedule of Dentists and Certified Dental Assistants Contractors

five weeks in advance of the providers scheduling working month. If no availability schedule is received from the Contractor, the Dentist or the Dental Assistant Contractor may not be scheduled for a clinic.

- 2.3.5 If a Contractor subsequently changes availability dates after air travel is booked, the Contractor will pay for any travel change expenses.
- 2.3.6 Dentist or Certified Dental Assistant Contractor who continually changes availability dates may lose his/her priority ranking.
- 2.3.7 A Dentist or Certified Dental Assistant Contractor who is not available for the agreed level of service to a community may lose his/her priority in the assignment of communities.
- 2.3.8 The dental clinic must remain open for seven and one half (7.5) work hours per day excluding a lunch break or the clinic's hours will coincide with the facility hours where the clinic is located. At the discretion of the Health Director and in consultation with the Zone Dental Officer as well as in collaboration with Nurse in charge the facility hours maybe extended or changed to meet community needs.
- 2.3.9 Invoices will be verified by Health Canada and prorated, payment for the Contractor's employees will be based on the actual time in the dental clinic, which includes rendering direct patient care, quality assurance measures i.e. equipment trouble-shooting and maintenance, infection control/cleaning, organizing, training the assistant, paperwork/administration, calling and scheduling patients or health promotion within the community. The Dental Provider must complete the "Daily Record of Services-Dentist" form, Appendix "B" using intervals of fifteen minutes. The Certified Dental Assistant must complete the "Daily Record of Services-Dental Assistant" form, Appendix "A" using intervals of fifteen minutes. Overtime hours are not required and therefore there is no remuneration.
- 2.3.10 The Certified Dental Assistant must wear clinical scrubs during the course of assisting with patient care as well as to adhere to the surgical attire for the duration of the operating room (OR) work.
- 2.3.11 The Dentist must wear clinical scrubs throughout rendering patient care as well as to adhere to the surgical attire for the duration of the operating room (OR) treatment.
- 2.3.12 The Contractor must contact the Project Authority if:
  - a) The Contractor is unable to meet the requirements of the call-up after having accepted it.
  - b) The clinic will not be open at the scheduled time after receiving information from its Dentist or Certified Dental Assistant employee.
  - c) The Dentist or Certified Dental Assistant Contractor cannot be at the clinic for the contracted time period.
  - d) The clinic operation is interrupted by a facility problem such as a power outage, no water or sewer back-up etc.

- e) There are problems or concerns while in the community such as treatment, personnel, and/or conflicts.

2.3.13 The Dentist or Certified Dental Assistant Contractor must contact the Project Authority if:

- a) The clinic will not be open at the scheduled time.
- b) The clinic operation is interrupted by a facility problem such as a power outage, no water or sewer back up etc.

#### **2.4 Method and Source of Acceptance:**

All reports, deliverables, documentation and all services rendered under a Call-up under this Standing Offer are subject to review by the Departmental Representative or Technical Authority that has been identified in the Call-up. Should any report, document or service not be completed to the satisfaction of the Departmental Representative or the Technical Authority, the Departmental Representative or the Technical Authority has the right to reject it or require corrections before payment is authorized.

#### **2.5 Reporting Requirements:**

The Standing Offer Holder(s) shall deliver the services by the deadlines established within the Call-up document. The Standing Offer Holder(s) shall be responsible for facilitating and maintaining communication with the HC Authority regarding the progress of work completed under any Call-up. In addition, the Standing Offer Holder(s) shall immediately notify the HC Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Standing Offer Holder(s) to complete the work specified under any Call-up(s).

At the end of each call up the Contractor must provide a report as per Appendix "F" entitled "Service Expenditure Report-Dentist" that at a minimum will detail:

- a) Breakdown of the Dental Service Provider's name, dates of service, travel date and time upon commencing the work in the clinic.
- b) Travel and Accommodation reimbursement, which will be paid in accordance with the The National Joint Council Travel Directive for pre-approved expenses by the Project Authority for costs incurred due to weather delays for such items as hotel accommodation, meals and taxi. The Project Authority will organize the accommodation, food packages, transportation of equipment from Sioux Lookout into the communities as identified in Section 3.4 of the SOW.
- c) The Contractor will have the Dental Service Provider report treatment/services in intervals of fifteen minutes provided on the "Daily Record of Services-Dentist" form, Appendix "B" which is supplied by the FNIHB. In addition, to complete the "Invoice for Professional Services-Dentist" form Appendix "C".

At the end of each call up the Contractor must provide a report as per Appendix "E" entitled "Service Expenditure Report-Dental Assistant" that at a minimum will detail:

- a) Breakdown of the Dental Service Provider's name, dates of service, travel date and time upon commencing the work in the clinic.

b) Travel and Accommodation reimbursement, which will be paid in accordance with the The National Joint Council Travel Directive for pre-approved expenses by the Project Authority for costs incurred due to weather delays for such items as hotel accommodation, meals and taxi. The Project Authority will organize the accommodation, food packages, transportation of equipment from Sioux Lookout into the communities as identified in Section 3.4 of the SOW.

c) The Contractor shall have the Certified Dental Assistant report his/her work performed in intervals of fifteen minutes on the "Daily Record of Services- Dental Assistant" form, Appendix "A" which is supplied by the FNIHB. In addition, to complete the "Invoice for Professional Services- Dental Assistant " form Appendix "D"

These reports / forms must be submitted to the Project Authority at the end of each call up trip.

## **2.6 Contractor/Project Management Control Procedures:**

The Standing Offer Holder(s) shall manage service delivery to Health Canada in relation to Call-ups under this Standing Offer Agreement in accordance with all applicable Acts, Codes, departmental and/or federal government regulations, policies and procedures.

The Standing Offer Holder(s) shall ensure that all deployed personnel (resources) are properly licensed Dentists and Certified Dental Assistants and trained to fulfill their responsibilities. In addition, the Standing Offer Holder(s) is/are required to ensure that all of its assigned personnel are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

The individual identified in the proposal as the Project Coordinator or Technical Authority shall fulfil obligations outlined in Section 3.2.

## **2.7 Change Management Procedures:**

Any change to the scope of the work shall be agreed to in writing between the Standing Offer Holder(s) and the Departmental Representative and shall be in the form of a written amendment to the standing offer agreement.

## **2.8 Ownership of Intellectual Property:**

- a) The Intellectual Property arising from any Call-ups will vest with the Crown.
- b) Health Canada has determined that any intellectual property arising from the performance of the work under the Call-ups against the Standing Offer, as per 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising Under a Crown Procurement Contract which states that the Crown may retain ownership of the intellectual property:

"Where the Foreground consists of material subject to copyright with the exception of computer software and all documentation pertaining to that software." The Contractor(s) shall not disseminate or dispose of said property without permission from Health Canada.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697&section=text>

## **2.9 Promulgation of the Standing Offer Agreement (SOA):**

The offeror agrees that details of this Standing Offer Agreement – including rates of pay or charges included herein – may be made known, through print or electronic means, to a wide audience. Such information can be accessed under the *Access to Information Act*, and accordingly Health Canada is unable to safeguard or maintain the confidentiality of the information contained in this agreement.

## **3.0 Other Terms and Conditions of the SOW**

### **3.1 Health Canada's Obligations:**

- a) provide equipment, accommodation and meals at the community work site to the Dental Service Provider Contractor's employee participating in the Program while providing services pursuant to the Contract, subject to geographic location or prior arrangement by the Project Authority.
- b) provide and maintain all dental facilities and equipment required for the performance of the dental services related to the Program;
- c) provide all consumable dental supplies necessary for the performance of the dental services as well as transportation of said supplies;
- d) provide the use of FNIHB clinic space on the reserves in order to perform the dental services required under the Call-up;
- e) provide access to dental records in order to facilitate the treatment of patients.

#### **3.1.1 Orientation:**

A Health Canada representative designated by the Project Authority will provide an orientation session for each new contract Dental Service Provider Contractor's employee. The Orientation sessions will cover such topics as, familiarization with the equipment located in the North and its maintenance, completing an inventory sheet so the next Dental Service Provider Contractor's employee visiting the community has adequate supplies to carry out his/her work.

Whenever possible, the initial visit will consist of a rotation at the Sioux Lookout Zone Dental Clinic, to assist in the understanding of the Program and treatment required by our First Nation's patients and subsequent week(s) in another community.

Health Canada will also provide the following to the Standing Offer Holder(s):

- A clear description of reporting requirements;
- Prompt feedback on required tasks; and
- Access to appropriate staff to address issues and provide assistance or support, as required.

### **3.2 Contractors' Obligations:**

Upon receipt of a duly authorized Call-up from the Project Authority, the supplier will provide the services in accordance with the Statement of Work and the specific delivery requirements as described within the Call-up. Stated obligations or responsibilities are made to suit the circumstances of each Call-up, and so may vary from one to the next.

- 3.2.1 Upon receipt of a duly authorized Call-up from the Project Authority, the Contractor will provide the services in accordance with the Statement of Work (SOW) and the specific delivery requirements as described within the Call-up. The Contractor will agree to observe all policies concerning client confidentiality in addition, record keeping; must adhere to the Code of Ethics and Standards of Practice as set out by the Royal College of Dental Surgeons of Ontario (RCDSO) while also adhering to the Health Canada Code of Conduct; and obliged to treat clients equitably and without favoritism.
- 3.2.2 The Dental Service Provider Contractor's employee must maintain current registration with the RCDSO throughout the duration of the Call-up should the registration status change at any time during the Call-up period the Contractor



will immediately inform the Project Authority.

3.3.3 The Dental Service Provider Contractor's employee are obligated to:

a) Follow all applicable FNIHB policies, procedures, guidelines and templates as outlined in the Policy and Procedure Manual as provided by Sioux Lookout Zone management for the program at time of standing offer award;

b) Follow the Privacy Act legislation used by Health Canada and their regulatory authority for the handling and storing of confidential information.

3.3.4 The supplier will ensure that the Dental Service Provider Contractor's employee are stopping for a health break, by pausing for lunch for half an hour to be in optimum peak working conditions. Lunchtime is not paid time.

3.3.5 Ability to work in the operating room.

3.3.6 Ability to work with Nitrous Oxide.

3.3.7 Ability to work in all various Northern Communities. There are no specific communities assigned to any Dental Service Provider.

3.3.8 The SOA holder will ensure that, the Dental Provider will deliver quality work performance of professional nature, which includes responding to questions of clients and communicating well the treatment plans and the options available. In addition, the SOA holder will ensure that the Dental Provider is adhering to the regulatory standards of the Royal College of Dental Surgeons of Ontario (RCDSO) in the province of Ontario. The SOA holder will address any issues concerning provider's work performance. If the Dental Provider fails to adhere to the RCDSO regulatory standards of care and does not provide quality assurance services, the Contractor will ensure not to continue to contract with that Dental Provider.

3.3.9 The SOA holder will ensure that the Dental Provider will act culturally appropriate with the clients at all times including after work hours. The SOA holder will address any issues regarding any provider acting culturally inappropriate. If the community does not accept the Dental Provider for whatever reason the SOA holder will not continue to contract with that Dental Provider.

3.3.10 The weekend services will be provided only, if the Health Director or the Community Leaders make a request to the Zone Dental Officer and if there are clients scheduled for treatment. Payment shall be prorated for weekend work, travel days and other days as applicable including if the Contractor or the Contractor's employee does not work a full day. The SOA holder will ensure that the Dental Provider shall respect the wishes of the communities, as some communities will not desire any work on the weekend or during certain community events

### **3.4 Location of Work, Work Site and Delivery Point:**

All work will be performed in The First Nations Communities which are currently included in the program. These communities consist of:

#### **Sioux Lookout Zone**

Bearskin Lake Cat Lake Deer Lake Eabametoong First Nation(Fort Hope) Fort Severn Kasabonika Lake Keewaywin Kingfisher First Nation Kitchenuhmaykoosib Inninuwig(Big Trout Lake)	Lac Seul (Frenchman's Head, Kejick Bay)* Mishkeegogaming(New Osnaburgh) Muskrat Dam Lake Neskantaga(Lansdowne House) Nibinamik(Summer Beaver) North Caribou Lake(Round Lake) North Spirit Lake Pelican Falls* Pikangikum	Poplar Hill Sachigo Lake Sandy Lake Town of Sioux Lookout Slate Falls Nation Wapekeka(Angling Lake) Webequie Wunnumin
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\*Contractor Dentist to work with Health Canada Certified Dental Assistant.

Due to existing workload and deadlines, all personnel assigned to any SOA resulting from this RFSO must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

### 3.5 Allocation of Work:

A firm/fixed price for any request shall be established and agreed upon by the Project Authority and the selected Standing Offer Holder using either:

- a) the per diem rate and estimated level of effort (7.5 hours per day); or

Upon agreement of a fixed price for the request, the Standing Offer Holder(s) shall be authorized by the Departmental Representative to proceed with the work by issuance of Call-up against the SOA.

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(s) shall not commence any work until authorized in writing by a Call-up issued by the Project Authority or Departmental Representative.

### 3.6 Language of Work:

The Standing Offer Holder shall be capable of correspondence with HC in relation to the SOA in either or both Official Languages of Canada. However, all deliverables shall be produced and delivered in the target language of the particular project/task, as specified within the issued Call-up.

### 3.7 Special Requirements

#### 3.7.1 Pets

Dental Service Providers may not bring a pet of any kind to the Government of Canada property. This includes adopting pets while on the property.

#### 3.7.2 Telephone Service

The Contractor shall ensure that their Dental Service Providers employee will have a calling card(s) in order to make their private telephone calls as cell phone service may not be available and access to the internet may be limited or may not be available.

### **3.8 Protection of Personal Information**

The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Standing Offer and any subsequent Call-ups, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Standing Offer and any subsequent Call-ups. All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Standing Offer and any subsequent Call-ups, upon the completion or termination of the Standing Offer and any subsequent Call-ups, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

### **3.9 Insurance Requirements**

Please refer to Annex E of this RFSO

### **3.10 Travel**

Please refer to Annex H of this RFSO

## **4.0 Project Schedule**

### **4.1 Schedule and Estimated Level of Effort (Work Breakdown Structure):**

Upon receipt of a duly authorized Call-up from Health Canada, the Standing Offer Holder(s) shall provide the services in accordance with this Request for Standing Offer and the specific delivery requirements as described within the Call-up.

### **5.0 Required Resources or Types of Roles to be Performed**

Successful Standing Offer Agreement Holder(s) or their resources (personnel) shall have the abilities and experience outlined in Section 2.1.

## **6.0 Applicable Documents and Glossary**

### **6.1 Applicable Documents:**

Not Applicable

### **6.2 Relevant Terms, Acronyms and Glossaries:**

RFSO - Request for Standing Offer  
HC - Health Canada  
SOA - Standing Offer Agreement

**Statement of Work Appendices**

**Appendix A - Daily Record of Service - Dental Assistant**

Paste (Ctrl+V)  
 Click here for more options such as pasting only the values or formatting.

DENTAL				COMMUNITY	Arrival Date & Time in Community							
DATES					Departure Date & time from Community							
This document is 2 pages. Am record of Services and PM Record of Services												
Daily Record of Service - Dental Assistant				Clinical Functions			Facility Functions				Notes	
DATE OF SERVICE			Intervals	Client Care		Infection Control Duties	Set Up of Dental Clinic	Take Down of Dental Clinic	O & A for Radiography & Sterilization	Equipment Maintenance	Equipment Troubles	Please provide information on Equipment problems, Handpiece Problems, Facility problems. Make Note of Community Event. If a client no shows please note what was done in that time slot. Any additional comments can be added here.
Day	Month	Year		Clinical Chair Side Duties								
			7:00									
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**Appendix B - Daily Record of Services- Dentist**

SIOUX LOOKOUT ZONE DENTAL PROGRAM				DENTIST:		Arrival and Departure		List all clients including no shows. Make note of any problems with equipment, power or water. List all necessary information for accurate productivity.		Date:												
COMMUNITY:				Arrival Date & Time in Community		Departure Date & Time from Community				This Document is 2 pages. AM record of Services and PM record of Services												
DAILY RECORD OF SERVICE				CLIENT INFORMATION		BIRTH DATE		SEX		DAYS		DISEASES		DENTAL HISTORY		PROBLEM		TREATMENT		REMARKS		
DATE OF SERVICE				CLIENT'S DATE OF BIRTH		SEX		DAYS		DISEASES		DENTAL HISTORY		PROBLEM		TREATMENT		REMARKS		INITIALS		
Day	Month	Year	Interval	Client #	NAME	Month	Year	SEX	DAYS	DISEASES	DENTAL HISTORY	PROBLEM	TREATMENT	REMARKS	INITIALS	INITIALS	INITIALS	INITIALS	INITIALS	INITIALS	INITIALS	
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Appendix C - INVOICE FOR PROFESSIONAL SERVICES - DENTIST

**INVOICE FOR PROFESSIONAL SERVICES - DENTIST**

Name: _____	RCDSO# _____
Home Address: _____	
Postal Code: _____	Telephone: _____
Email Address: _____	

**Date of Commencement:** \_\_\_\_\_ **To:** \_\_\_\_\_ **# of Working Days** \_\_\_\_\_

List Communities Served Site	List Date of Services	List Duration of Day
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total working days for which fees are payable: \_\_\_\_\_

<b>Fee Per Day:</b> \$ _____	<b>X #of payable days</b> _____	<b>= Total Payable \$</b> _____
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<b>Miscellaneous Expenses: Attach receipts and explanation</b>	
Departure Location: <small>Provide Address if Different than above home address</small>	# of days travelled: Mileage/Km/day
Travel: Ground* KM/day _____ @ _____ Cents	Total Ground Travel: \$ _____
<small>(*subject to a maximum of equivalent air transportation from the departure location as per the Standing Offer dedicated points of departure)</small>	
Accommodations: Location & Name:	Total Accommodations: \$ _____
Other if applicable:	Total Other: \$ _____
<b>Total Miscellaneous Expenses</b>	<b>\$ _____</b>

**Total Claimed: Fees & Expenses: \$** \_\_\_\_\_









**ANNEX "B"**

**BASIS OF PAYMENT**

**A – Contract Period (From April 1, 2017 to March 31, 2019 plus Two (2) one (1) year option periods)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

The Contractor will be paid all inclusive fixed time rates as follows:

<b>Year One</b>	<b>Per Diem Rate</b>
Dentist	
Dental Assistant	
<b>Year Two</b>	<b>Per Diem Rate</b>
Dentist	
Dental Assistant	
<b>Year Three (Option Year 1)</b>	<b>Per Diem Rate</b>
Dentist	
Dental Assistant	
<b>Year Four (Option Year 2)</b>	<b>Per Diem Rate</b>
Dentist	
Dental Assistant	

**B – Method of Payment**

**MONTHLY PAYMENTS**

Payment for services rendered will be made by Canada to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the Work performed, the progress towards the completion of the tasks/deliverables identified in the Contract and the number of person days expended, and the certificate of the Project Authority that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the Work.

Both Health Canada and the Public Health Agency of Canada have adopted electronic direct deposit as their method for paying invoices. Suppliers are asked to register for electronic direct deposit and to provide their account information upon request. For help with online registration, send an email to: [DD@hc-sc.gc.ca](mailto:DD@hc-sc.gc.ca).

**INVOICING INSTRUCTIONS**

One (1) copy of 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/per diem rates);
- e. evidences of actual Cost (Cost Reimbursable Elements);
- f. the amount of the progress payment being claimed; and the amount of any tax (including GST/HST)
- g. Reimbursable travel expenses appearing on the invoice must be itemized by category. Please refer to the example below.

<b>Travel and Allowable Accommodation and Miscellaneous Costs:</b>	<b>Receipt /Voucher Attached</b>	<b>Amount</b>	<b>Total</b>
Air			\$
Rail			\$
Motor Vehicle Rental			\$
Personal Motor Vehicle			\$
Taxi			\$
Accommodation			\$
Meals			\$
<b>TOTAL</b>			\$

**Left blank intentionally**

## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 1000172649
Security Classification / Classification de sécurité UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000172649
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT          | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui





Contract Number / Numéro du contrat 1000172649
Security Classification / Classification de sécurité UNCLASSIFIED

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**ANNEX “D “**

**MANDATORY CERTIFICATIONS**

1. COMPLIANCY WITH TERMS AND CONDITIONS:

The Bidder by signing below hereby certifies that it has read the RFSO in its entirety, including the Statement of Work, and signifies compliance with and acceptance of all the articles, clauses, terms and conditions contained or referenced in this RFSO document.

---

Name and Signature of the Authorized Representative Date

Of the Bidder

2. CERTIFICATION OF EDUCATION AND EXPERIENCE:

1. Offers, to be considered responsive, must contain the following certification:

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

2. The Crown reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:

a. unverifiable or untrue statement;

b. unavailability of any person proposed on whose statement of education and experience the Crown relied to evaluate the offer and award the Contract.

---

Name and Signature of the Authorized Representative Date

Of the Bidder

3. CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL:

Availability of Personnel and Facility

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this solicitation, 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 fulfillment of this requirement.

---

Name and Signature of the Authorized Representative Date

Of the Bidder

4. STATUS OF PERSONNEL

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such persons résumé to the Contracting Authority.

During the offer evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's offer from further consideration.

---

Name and Signature of the Authorized Representative Date

Of the Bidder

## 5. PERSONNEL CERTIFICATION

The bidder must certify in the technical proposal that the information provided in all the personnel résumés has been verified to be true and accurate.

In addition, for every resource proposed by the Bidder, the resource must certify below they are aware that they are being bid as part of the bid/ proposal and state their relationship with the Bidder and sign below.

---

Name and Signature of Proposed Resource Date

Of the Bidder

---

Relationship with the Bidder

## **ANNEX "E"**

### **INSURANCE REQUIREMENTS**

Insurance Requirements: The Contractor must carry and maintain, throughout the Contract and for a period of one year after expiration of the standing offer, comprehensive general liability insurance to include coverage for any negligence, malpractice, and professional liability for the Contractor and his/her employee(s). If at any time during the life of the Contract the insurance requirement status changes, the Contractor is to immediately inform the Project Authority. Two insurance policies are required:

- a) Dental Malpractice Insurance for not less than three million dollars
- b) Commercial General Liability Insurance for not less than two million dollars per accident or occurrence and in the annual aggregate

It will be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated in this Contract, is necessary for his/her own protection or to fulfil his/her obligations under the Contract. Any such insurance will be provided and maintained by the Contractor at his/her own expense. The insurance provisions contained herein will not limit any insurance required by federal, provincial or municipal law.

# ANNEX F – OWNERSHIP OF INTELLECTUAL PROPERTY

## IP2. Canada to Own Intellectual Property Rights

### 1.0 Interpretation

In the Contract,

- 1.1 “Background Information” means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
- 1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;
- 1.3 “Foreground Information” means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
- 1.4 “Intellectual Property” means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software and Firmware;
- 1.5 “Intellectual Property Right” means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders’ rights, or subject to protection under the as trade secrets and confidential information;
- 1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing.

- 2.0 **Records and Disclosure of Foreground Information**
- 2.1 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to the Minister all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Minister or a representative of the Minister, whether before or after completion of the Contract.
- 2.2 The Contractor must, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
- 2.3 Before and after final payment to the Contractor, the Contractor must provide the Minister with access to all records and supporting data that the Minister considers pertinent to the identification of Foreground Information.

2.4 For any Intellectual Property that was developed or created in relation to the Work, the Minister will be entitled to assume that it was developed or created by Canada, if the Contractor’s records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

### 3.0 Canada to Own Intellectual Property Rights in Foreground Information

- 3.1 All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted under this Contract or otherwise in writing by Canada.
- 3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2017)  
or  
© SA MAJESTÉ LA REINE DU CHEF DU CANADA (2017)

- 3.3 Any personal information, as defined in the *Privacy Act*, R.S. 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
- 3.4 If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.
- 3.5 The Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights in the Foreground Information as the Minister may require. The Contractor must, at Canada’s expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including the assistance of the inventor in the case of inventions.

### 4.0 License to Intellectual Property Rights in Background Information

- 4.1 The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the Intellectual Property Rights in the Background Information for Canada’s activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Background Information, other than exploit it commercially in competition with the Contractor and transfer or assign ownership of it. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap

- license or any other kind of packaging, attached to any deliverable.
- 4.2 For greater certainty, Canada's license in the Background Information includes, but is not limited to:
- a. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
  - b. the right to disclose the Background Information to other governments for information purposes;
  - c. the right to reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
    - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
  - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract and to reproduce, use, modify, improve or translate the Software.
- 4.3 The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.
- 4.4 The Contractor represents and warrants that it has the right to grant to Canada the ownership in the Foreground Information and the license and any other rights to use the Background Information. The Contractor will ensure that any Intellectual Property Rights in any Foreground Information developed by a sub-contractor or any third party must be promptly transferred to and owned by Canada. If the Intellectual Property Rights in any Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party to grant promptly any required license directly to Canada.
- 4.5 Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's information only to perform the Contract.
- 5.0 Waiver of Moral Rights**
- 5.1 If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S. 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

**ANNEX "G"**  
**CERTIFICATIONS**

To confirm the authority of the person or persons signing the certifications or to establish the legal capacity under which the Bidder proposes to enter into contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of:

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

before entering into a Standing Offer Agreement. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this tender on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

**NOTE TO BIDDERS:** The following certification requirements apply to this RFSO. Bidders complete these certifications by filling in the appropriate spaces below and include them with their proposal.

**Legal name and bidder's information (*print clearly*)**

Bidder's Legal Name

\_\_\_\_\_

Bidder's Complete Address

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

Bidder's Phone number (\_\_\_\_\_) \_\_\_\_\_

Bidder's Authorized Representative \_\_\_\_\_

Bidder's Authorized Representative Phone number (\_\_\_\_\_) \_\_\_\_\_

Bidder's Authorized Representative e-mail \_\_\_\_\_

Bidder's Procurement Business Number \_\_\_\_\_

Bidder's province in which he is incorporated \_\_\_\_\_





**Status of Resources**

If we have proposed any person in fulfillment of this requirement who is not an employee (of the Bidder), the we hereby certify that we have the written permission from the person to propose his/her services in relation to the Work to be performed in fulfillment of this requirement.

\_\_\_\_\_  
Signature of the Authorized Representative of the Bidder

\_\_\_\_\_  
Date

**Price Certification**

We certify that the price quoted in this Proposal is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services, does not include an element of profit on the sale in excess of that normally obtained on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents. **Furthermore, we certify that our total bid price is not in excess of any funding limitations set out herein.**

\_\_\_\_\_  
Signature of the Authorized Representative of the Bidder

\_\_\_\_\_  
Date

**Joint Venture Information (if applicable)**

A joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two primary types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e. formed through a contractual agreement between the parties.

If a contract is awarded to a contractual joint venture, all members of the joint venture shall be jointly and severally or solitarily liable for the performance of the Contract.

If the Bidder is submitting a type of joint venture, the Bidder must provide the following information in the proposal:

- a. **indicate the type of joint venture:**
  - incorporated joint venture
  - limited partnership joint venture
  - partnership joint venture
  - contractual joint venture
  - other (explain)
  
- b. provide the legal names and addresses of all of the members of the joint venture (i.e. the legal name of the firm associated with the Business Number (BN) or Social

Insurance Number (SIN) for sole proprietorships), as well as the legal name and address of the joint venture business entity.

### **Former Public Servant Certification**

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### **Definitions**

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- a. An individual;
- b. An individual who has incorporated;
- c. A partnership made up of former public servants; or
- d. 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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.

"Working day" means eight (8) hour work day including half hour lunch.

#### **Former Public Servant (FPS) in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above?                      YES ( )                      NO ( )

If so, the Bidder must provide the following information:

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

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

## **Annex "H"**

### **Travel**

Any required travel must be pre-approved by the Project Authority.

- 1.1 The travel amount shall not exceed the amount specified in the call up document.
- 1.2 The Project Authority at the beginning of each month will obtain benchmarks for air travel from dedicated points of departure to destination. The benchmark will be used to establish timelines and the cost of travel.
- 1.3 The Contractor is responsible for arranging all travel for their Contract Dentist and Certified Dental Assistants at the lowest possible fare.
- 1.4 The Contractor will arrange for travel to and from the dedicated points of departure to the Northern Communities.
- 1.5 The Contractor will arrange for travel between two designated points of departure. The Contractor will arrange for travel between two or more Northern Communities.
- 1.6 If the cost of road travel or rail travel from dedicated points of departure exceeds the benchmark used for air travel, the reimbursement will not exceed the established benchmark for the air travel from the dedicated points of departure.
- 1.7 When travelling using a rental motor vehicle from Sioux Lookout dedicated point of departure to a community or between two road accessible communities, the mileage reimbursed shall be from the dedicated point of departure to a community or between two road accessible communities. Any other mileage incurred using the rental vehicle will be the responsibility of the contractor.
- 1.8 The use of taxi shall only be to travel to and from the Sioux Lookout airport and the Sioux Lookout Dental Office.
- 1.9 Payment will be for the actual ticket booked/purchased, no payment shall be made for any outstanding ticket credit remaining with the travel agency. Booking agency fee is not covered.
- 1.10 There is no reimbursement for any air mile points used by the contractor/provider to book any travel.
- 1.11 Payment for luggage will be for the first bag only any additional bags will be the responsibility of the contractor.
- 1.12 Any changes after the initial travel is booked such as, but not limited to provider missing flight, flight cancellation, or flight schedule change will be the responsibility of the contractor.
- 1.13 Where there are extenuating circumstances of poor weather, fire, flood, equipment failure, power (hydro/generator) failure or community event necessitating closure of Nursing Station to Emergencies only, which would delay the Dental Provider arrival/departure, FNIHB will pay for accommodation at the economy rate for one night only and living expenses, but such extenuating circumstances will need the pre-approval of the Project Authority."

- 1.14 Health Canada will reimburse required travel costs at cost, with no allowance for overhead and/or profit and supported by original receipts, in accordance with the “The National Joint Council Travel Directive” in effect at the time of travel. Cost of transportation is not to exceed the costs that would normally be incurred by FNIHB and travel arrangements are to be made in accordance with terms and conditions for travel herein. The National Joint Council Travel Directive site is available at: <https://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>
- 1.15 Upon receipt of a Call-up for services from FNIHB, the Contractor shall procure the lowest possible fare and complete all travel arrangements within a maximum of 24 hours.
- 1.16 Transportation cost from dedicated points of departure to destination shall be reimbursed by FNIHB. The only accepted dedicated points of departure are: Ottawa, Montreal, Toronto, Thunder Bay and Winnipeg. Any costs incurred by the Contract Dentist and Certified Dental Assistant to get to the acceptable dedicated points of departure are solely the responsibility of the Contractor and will NOT be reimbursed by FNIHB. There will be no allowance for overhead, profit, travel agency fees, and/or consulting fees for travel. Time spent for any type of travel by the Contract Dentist and Certified Dental Assistant, the travel time to and from destination, between two designated points of departure, between two Northern Communities will not be reimbursed. All related transportation costs shall be supported by original receipts.
- 1.17 As the majority of travel is done by air, the dedicated point of departure is therefore defined as the airport of the named cities as indicated in the above paragraph. In cases where air travel is not an option, the Contractor must obtain authorization from the Zone Dental Officer and the cost should not exceed the cost of the closest point of departure on the aforementioned list.
- 1.18 Once the travel arrangements have been made, the Contractor shall adhere to the travel arrangements and provide a copy of the itinerary to the respective Project Authority.
- 1.19 Aside from reasonable transportation costs, FNIHB will NOT pay for any additional expenses related to travel including but not limited to parking, excess luggage, and telephone calls. The Contractor will NOT be reimbursed any professional fee for the Contract Dentist and Certified Dental Assistant Providers while they are traveling. Payment of the professional fee will be for the actual delivery of dental services once in the community clinic.
- 1.20 The Contractor’s Dentist and Certified Dental Assistant Providers are expected in normal circumstances to travel to the communities the day before the work is to commence.
- 1.21 The Contractor will NOT be reimbursed any professional fee for the Dentist and the Certified Dental Assistant while, they are travelling. Time spent for travel by the Contract Dentist and Contract Certified Dental Assistant to reach destination is not paid time.