

Department of Indigenous Services
Canada
Ministère des services aux
Autochtones Canada

A.1 ELECTRONIC BID SUBMISSION

Attention: Shari Rochon
Materiel and Assets Management Division
E-mail: shari.rochon@canada.ca

Request for Proposals (RFP)

for

The Performance of the Work described in
Appendix 1, Annex A – Statement of Work

A2. RFP AUTHORITY

The Authority for this RFP is:

Shari Rochon
Senior Procurement and Contracting Officer
Materiel and Assets Management Division
Chief Financial Officer Branch
Ottawa, Ontario

Telephone: 613-941-2147
E-mail: shari.rochon@canada.ca

**THIS CONTRACT CONTAINS A
SECURITY REQUIREMENT**

A3. TITLE Dental Contractor for the First Nations and Inuit Dental Clinic	
A4. BID CLOSING DATE March 09, 2018	
A5. SOLICITATION NUMBER 1000197695	A6. ISSUE DATE January 29, 2018
A7. ENQUIRIES All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than seven (7) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
A8. APPLICABLE LAWS 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 Province of Ontario, Canada.	
A9. BID SOLICITATION DOCUMENTS The RFP is divided into five (5) parts as follows: <ol style="list-style-type: none"> 1. Section I – Bid Submission Requirements 2. Section II – Bid Evaluation Procedures and Evaluation Criteria 3. Section III – Certifications 4. Section IV – General Instructions 5. Appendix 1 – Resulting Contract Clauses <ul style="list-style-type: none"> Annex A – Statement of Work Annex B – Basis of Payment Annex C – Security Requirements 	
A10. BID DELIVERY Bids must be received by no later than 14:00 (2 p.m) on March 9, 2018 (Eastern Standard time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive.	
A11. BID VALIDITY Bids will remain valid for a period of two hundred and forty (240) calendar days following the Closing Date.	

A12. BID CONTENT

Bids must be structured in the following manner:

- One (1) electronic copy of a Covering Letter, signed by an authorized representative of the Bidder;
- One (1) electronic copy of the Technical Bid – Section II (Mandatory Technical Criteria, and Point-Rated Technical Criteria, Pages 6-8);
- One (1) electronic copy of the Certifications – Section III (Pages 9-15).

Please refer to Section I – Bid Submission Requirements for further instructions.

A13. INTELLECTUAL PROPERTY

The Contractor Will Own Intellectual Property Rights as per Appendix 1.

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SECTION I – BID SUBMISSION REQUIREMENTS

1.1 REQUIRED INFORMATION

This section outlines the information Bidders are required to submit. To be declared responsive, a bid must:

- a. comply with all the requirements of the RFP;
- b. meet all the mandatory technical criteria;
- c. obtain the required minimum points required for each point-rated technical criterion with a pass mark

Bids not meeting (a) or (b) or (c) will be declared non-responsive. An evaluation team comprised of representatives of Canada will evaluate the bids.

IMPORTANT: There will be no financial evaluation. The Financial Cost for this requirement is pre-defined as follows;

The budget for professional services will be \$980,100.00 for the original contract period (July 1, 2018 to March 31, 2021) and \$356,400.00 for each of the optional one-year periods (April 1, 2021 to March 31, 2022 and April 1, 2022 to March 31, 2023), excluding applicable taxes. The annual budget maximum for year 1 of the contract is \$267,300.00 and each year after is \$356,400, with a maximum per-diem of \$1,620.

1.2 SUBMISSION OF THE BID

BID SENT BY EMAIL

You are invited to submit electronic copies of your bid submission in either official language (English or French). The RFP Reference Number and the title of the Requirement must be in the subject line of your email and your proposal must be structured in accordance to section A12 – Bid Content on the cover page.

If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed the Department of Indigenous Services Canada server limitation.

- 1.2.1 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract (see Appendix 1).
- 1.2.2 It is the Bidder's responsibility to obtain, if necessary, clarification of the requirements contained in the RFP and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A7 (Enquiries).
- 1.2.3 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source is not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

1.3 COMPREHENSIVE LAND CLAIMS AGREEMENT(S) BENEFICIARIES

This procurement is subject to the following Comprehensive and Claims Agreement(s) (CLCAs):
Umbrella Final Agreement of the Council for Yukon Indians

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

1.4 SET-ASIDE UNDER THE FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

1.5 DIRECT DEPOSIT PAYMENTS

The Department of Indigenous Services Canada has adopted electronic direct deposit as the 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.

1.6 SECURITY REQUIREMENTS

It is a condition that, prior to performance of any obligation under any Contract resulting from this RFP, the Contractor and Sub-Contractors and their employees assigned to the performance of such Contractor will be security cleared by the federal government at the **Reliability** level. **At any time during the RFP solicitation the RFP Authority can be contacted by email requesting a Security Sponsorship**
RFP Authority: shari.rochon@canada.ca

SECTION II – BID EVALUATION PROCEDURES AND EVALUATION CRITERIA

2.1 BID EVALUATION PROCEDURES

2.1.1 The Technical Bid will first be evaluated to ensure it meets **all** the mandatory technical criteria of the RFP. If the bid meets all the mandatory criteria, the evaluation committee will then evaluate the point-rated technical criteria. If the mandatory technical criteria are not met, the point-rated technical criteria will not be evaluated and the bid will be given no further consideration.

2.1.2 Supplier Selection Method

All bidders who meet the Mandatory Technical Criteria requirements as well as achieve a pass mark for the Point-Rated Technical Criteria requirements will be contacted for an oral interview.

The Contract will then be awarded based on a technical rating utilized through the interview and reference process. A minimum pass mark must be obtained for each interview question.

The Contract Award date is dependent on a discussion between the successful proponent and the Project Authority regarding a start date within two hundred and forty (240) days.

2.2 EVALUATION CRITERIA

The evaluation of the following criteria is based on a “rules of evidence” approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder’s bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

To facilitate the evaluation of the bid, Canada also requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder does not include the experience of the parent, subsidiaries or other affiliates of the Bidder, or it’s Sub-Contractors.

2.2.1 Mandatory Technical Criteria

The bid must meet the Mandatory Technical Criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids 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.”

ATTENTION BIDDERS:			
Indicate in the cross-reference to bid box beside each of the below criterion the relevant page number(s) from your bid which addresses the requirement identified.			
The mandatory technical criteria are applicable for the dentist only. Complete Page 6 (mandatory technical criteria) for each proposed dentist resource.			
#	Mandatory Technical Criteria – DENTIST ONLY	Met (Yes/No)	Cross-Reference to Bid (<i>indicate page #</i>)
M1	The bidder must provide one (1) copy of the proposed dentist’s dental licence that is current in any Canadian province or territory.		
M2	The bidder must provide one (1) copy of Section III - Certifications completed and signed (Pages 9-15)		
M3	The bidder must provide one (1) copy of the proposed dentist’s current resume. The bidder must demonstrate, through the proposed dentist’s resume that he/she has a minimum of 5 years’ experience as a licenced practicing dentist and/or 1 year North American General Practice residency.		
M4	The bidder must provide three (3) professional reference letters for the proposed dentist. <u>The reference letters must include the following:</u> - the reference’s name, professional job title and contact information (telephone number and email address) -speak to/provide examples of the dentist’s assets, attributes, work related qualifications and character		
M5	The bidder must confirm that the proposed dentist is able to provide all the following dental services. Indicate with a check beside each of the listed dental services. <u>Dental Service Description</u> Diagnostic and Preventive ___ Restorative ___ Removable Prosthodontics ___ Periodontics ___ Endodontics ___ Anterior and Posterior Root Canal Therapy ___ Oral Surgery ___ Simple and Complicated Extractions ___ Pediatric Dentistry ___ •Dental Clinic Setting (no sedation) ___ •Hospital Setting (GA) ___		Indicate with a check mark on this page

2.2.2 Point-Rated Technical Criteria

In addition to meeting the Mandatory Technical Criteria, the Bidder must also address the point-rated criteria identified below.

Note: If you are proposing that the work will be done by more than one dentist, questions 2, 3 and 4 will need to be submitted for each proposed dentist resource.

Minimum pass mark per criterion

Bids that do not meet the minimum pass mark for each of the point-rated technical criteria will be declared non-responsive.

Attention Bidders:			
Indicate in the cross-reference to bid box beside each of the below criterion the relevant page number(s) from your bid which addresses the requirement identified.			
#	Point-Rated Technical Criteria	Points	Cross-Reference to Bid (<i>indicate page #</i>)
R1	<p>Health Canada's preference is for a single dentist to provide a minimum of 185 days of service of the 220 days of service required at the Clinic, in order to maintain continuity of care for clients.</p> <p>Consideration will be given for proposals that incorporate other service models, ie. Three (3) dentists providing four (4) continued months of service each.</p> <p>If this model is proposed, the bidder must demonstrate through a clinic schedule and rationale how continuity of service will be maintained.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> - The full 5 points for one dentist providing the required days of service - Up to 5 points for multiple dentists providing the required days of service with a detailed description of how service continuity will be maintained. 	<p>/5</p> <p>Minimum of 3 to pass</p>	
R2	<p>The bidder will score 1 point for each of the following; the information must be demonstrated in the dentist's resume and/or the Bidders cover letter.</p> <ul style="list-style-type: none"> - A minimum 1 years' experience working with the First Nations and/or Inuit clients - A minimum 1 years' experience working in a public health environment such as school dental programs, social assistance dental programs, seniors dental programs, and provincial/territorial dental programs. 		

	- A minimum 1 years' experience working in rural and/or remote communities (i.e. communities in Northern Canada or communities that are of significant distance from an urban area).	/3 Minimum of 1 to pass	
R3	The bidder will score 1 point for having completed a North American General Practice residency, must be demonstrated in the dentist's resume. Name of hospital: _____	/1 No minimum required	
TOTAL		/9	

All bidders who meet the Mandatory Technical Criteria requirements as well as achieve a pass mark for the Point-Rated Technical Criteria requirements will be contacted for an oral interview. Below are the point-rated oral interview criteria.

	Point-Rated Oral Interview Criteria	Points (minimum to pass)
I1	Client Service Oriented/Knowledge of Clinic Management	2/3
I2	Knowledge of Clinic Management	2/3
I3	Knowledge of NIHB clients	4/6
I4	Scope of Practice (2 questions)	3/5 4/6
I5	Knowledge of NIHB Program	2/4
I6	Respectful of Diversity	3/4
I7	Integrity	2/3
TOTAL		/34

SECTION III- CERTIFICATIONS

The following information must be submitted along with a signed covering letter, the Technical Bid, as well as the Certifications (Section III).

3.1 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

3.2 CERTIFICATIONS

Bidders must provide the required certifications at bid submission. Canada may declare a bid non-responsive if the required certifications are not part of the bid content.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before and after awarding of a contract). The RFP Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the RFP Authority for additional information will also render the Bid non-responsive.

3.3 CERTIFICATION OF EDUCATION, EXPERIENCE AND QUALIFICATIONS

The Bidder certifies that all statements made with respect to education and experience are 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.

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

- an unverifiable or untrue statement; or
- unavailability of any person proposed whose statement of education and experience Canada has relied upon to evaluate the Bid and award the contract.

3.4 CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

3.4.1 Availability of Personnel and Facility

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

3.4.2 Status of Personnel

If, in the fulfilment of this requirement, the Bidder has proposed any person 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 and to submit such person's résumé to the RFP Authority.

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

3.5 FORMER PUBLIC SERVANT CERTIFICATION

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, bidders must provide the information required below.

3.5.1 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.

3.5.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ()

No ()

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

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

By providing this information, 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](#).

3.5.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ()

No ()

If so, the Bidder must provide the following information:

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

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

3.6 JOINT VENTURE/PARTNERSHIP

A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a Procurement Business Number (PBN); a joint venture cannot. A joint venture is limited in scope; a partnership is generally an ongoing business relationship that exists between persons carrying on common business.

A joint venture is an arrangement where two or more persons (participants) work together in a limited and defined business undertaking. Ordinarily, all participants of the joint venture contribute assets, share risks, and have mutual liability.

The Bidder certified that its bid is submitted to Canada as a: *(please choose one)*

- Sole proprietorship ()
- A corporation ()
- Partnership ()
- A joint venture ()

* In the case of a Joint Venture, the Bidder must provide the following details as part of its bid:

- a. the name of each member of the joint venture;
- b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the joint venture, if applicable.

3.7 INTEGRITY PROVISIONS

3.7.1 The Ineligibility and Suspension Policy (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at Ineligibility and Suspension Policy.

3.7.2 Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3.7.3 In addition to all other information required in the bid solicitation, the Bidder must provide the following:

- a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
- b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.

3.7.4 Subject to subsection 5.75, by submitting a bid in response to this bid solicitation, the Bidder certifies that:

- a. it has read and understands the Ineligibility and Suspension Policy;
- b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

3.7.5 Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.

3.7.6 Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

3.8 FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

3.8.1 The Federal Contractors Program (FCP) ensures that contractors who do business with the Government of Canada achieve and maintain a workforce that is representative of the Canadian workforce. The Program applies to non-federally regulated contractors that:

- have a combined workforce in Canada of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more; and
- received an initial federal government goods and services contract, a standing offer, or a supply arrangement valued at \$1 million or more (including applicable taxes).

The Federal Contractors Program was established in 1986 to further the goal of achieving workplace equity for designated groups experiencing discrimination in the Canadian labour market. These groups are:

- women;
- Aboriginal peoples;
- persons with disabilities; and
- members of visible minorities.

Effective June 27, 2013 a redesigned FCP will be in effect which includes:

- an increase in the contract threshold from \$200,000 to \$1 million to support the Government's commitment to reduce regulatory red tape burden for small- to medium-sized employers;

- assessment that focus on achievement of results enabling contractors to determine initiatives best suited to their organization in order to achieve employment equity objectives.

3.8.2 Agreement to Implement Employment Equity

Contractors who bid on an initial goods and services contract, a standing offer, or a supply arrangement estimated at \$1 million or more (including applicable taxes) with the Government of Canada must first certify their commitment to implement employment equity by signing the [Agreement to Implement Employment Equity \(LAB1168\)](#) prior to contract award.

Once the goods and services contract, the standing offer, or the supply arrangement is awarded to the contractor, the contractor is assigned a unique Agreement to Implement Employment Equity number and is informed by Labour Program that they are now subject to the FCP. Contractors are then required to implement employment equity and, if representation gaps exist, to make all reasonable efforts most appropriate within the context of their specific organizational environment and structural needs to close any identified gaps. This obligation is on-going and not only subject to the period of the contract, including future contracts.

- 3.8.3 By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list <https://www.canada.ca/en/services/jobs/workplace/human-rights.html> available from <https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour.html>

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

By submitting the present information to the RFP Authority, the Bidder certifies that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. The Bidder understands that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [ESDC Labour website](#).

Date: _____ (YYYY/MM/DD) *(If left blank, the date will be deemed to be the bid solicitation closing date).*

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.

() A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

() A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with -ESDC Labour.

OR

() A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed appendix Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

3.9 DETERMINING THE POTENTIAL FOR COMMERCIAL EXPLOITATION OF THE INTELLECTUAL PROPERTY

Is there potential for commercial exploitation of any Intellectual Property that may be generated by the resulting contract?

- () Yes
- () No

3.10 SIGNATURE AND CERTIFICATION

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature

Date

Print Name and Capacity

SECTION IV– GENERAL INSTRUCTIONS

THE 2003 (2017-04-27), STANDARD INSTRUCTIONS - GOODS OR SERVICES - COMPETITIVE REQUIREMENTS, ARE INCORPORATED BY REFERENCE INTO AND FORM PART OF THE BID SOLICITATION.

APPENDIX 1 – RESULTING CONTRACT CLAUSES

1. GENERAL INFORMATION

1.1. Contact Information

1.1.1. Contracting Authority

The Contracting Authority is identified in section C1, page 1, of the Contract.

Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.1.2. Project Authority (to be identified at contract award)

The Project Authority is:

Name: _____
Phone number: _____
Email: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract, and is responsible for the day-to-day management of the Contract.

NOTE: Invoices must not to be sent to the Project Authority directly. Invoices must be sent to the address indicated on page 1 of the Contract, section C8.

1.1.3. Contractor’s Authorized Representative (to be identified at contract award)

The Contractor’s Authorized Representative is:

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

Phone number: _____
Email: _____

1.2. PERIOD OF THE CONTRACT

Expected Start and Completion Dates

The expected start date of the Contract is July 1st, 2018. The services of the Contractor will be required for a period of two (2) years and nine (9) months. The expected completion date of this project is March 31st, 2021.

Option to extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year optional periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Crown may exercise the optional period at any time by sending a written notice to the Contractor before the Contract expiry date. The optional period may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

1.3. SECURITY REQUIREMENTS

The Security Requirements (SRCL and related clauses provided by ISP) presented in Annex C – Security Requirements apply and form part of the Contract.

1.4. BASIS OF PAYMENT

Refer to Annex B

The Dentist will be bound by NIHB Program Guidelines, and will be required to direct bill the NIHB Program and/or the client's supplemental dental insurance carrier. The Dentist will not receive any reimbursement from the NIHB Program and/or the client's supplemental insurance carrier, with the exception of approved laboratory expenses from the NIHB Program and/or the Contract. Payment for dental services rendered will be made to the Contractor on a per diem basis. All reimbursement cheques from a client's supplemental insurance carrier must be made payable to Receiver General for Canada. Details regarding the NIHB dental program and its policies can be found in the NIHB Dental Benefits Guide available at: <http://www.hc-sc.gc.ca/fniah-spnia/pubs/nihb-ssna/dent/2014-guide/index-eng.php>

Further, payment of the last payable invoice of this Contract will be withheld until the Contractor demonstrates to the Project Authority that all equipment and client records are in order.

1.5. METHOD OF PAYMENT

1.5.1. 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.

The Department of Indigenous Services Canada has 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.

1.6. 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. evidences of actual Cost (Cost Reimbursable Elements);
- e. the amount of the progress payment being claimed; and the amount of any tax (including GST/HST)

Reimbursable travel expenses appearing on the invoice must be itemized by category. Please refer to the example below.

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

2. GENERAL CONDITIONS

GC1. Interpretation

- 1.1. In the Contract,
 - 1.1.1. “Contracting Authority” means the officer or employee of Canada who is designated by the Articles of Agreement and includes a person authorized by the Contracting Authority to perform any of the Contracting Authority's functions under the Contract;
 - 1.1.2. “Cost” means Cost determined according to Public Works and Government Services Canada (PWGSC) Contract Cost Principles (CCP) 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract. CCP 1031-2 are found on the PWGSC website at the following address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2>
 - 1.1.3. “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
 - 1.1.4. “Work”, unless otherwise expressed in the Contract, means all the activities, services, goods, equipment and things required to be done, delivered or performed by the Contractor under the Contract.

GC2. Date of Completion of Work and Description of Work

- 2.1. The Contractor shall, between the start date and the end date specified in section C3 (Contract Period of the Articles of Agreement), perform and complete with care, skill, diligence and efficiency the Work that is described in the Statement of Work (Annex A).

GC3. Successors and Assigns

- 3.1. The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

GC4. Subcontractors

- 4.1. Subcontractors must obtain the equivalent level of screening or clearance as deemed required for the Contractor.
- 4.2. All contracts and subcontracts with outside parties which contain security requirements are not to be awarded without prior written permission from the Contracting Authority.

GC5. Assignment

- 5.1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 5.2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

GC6. Time of the Essence and Excusable Delay

- 6.1. It is essential that the Work be performed within or at the time stated in the Contract.
- 6.2. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;

- b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor, will be considered an “Excusable Delay” if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- 6.3. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
 - 6.4. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, Costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Minister the portion of any advance payment that is unliquidated at the date of the termination.
 - 6.5. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any Costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

GC7. Indemnification

- 7.1. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's employees, servants, agents or subcontractors in performing the Work or as a result of the Work.
- 7.2. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from all costs, charges and expenses whatsoever that Canada sustains or incurs in all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.
- 7.3. The Contractor's liability to indemnify, save harmless or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.
- 7.4. The Contractor agrees that Canada shall not be liable for, and agrees to protect, indemnify and save harmless Canada, the Minister and their employees, servants and agents with respect to, any injury or damage (including death) to the Contractor or to the person of any officer, servant or agent of the Contractor or for the loss of or damage to the

property of the Contractor or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said Work unless the injury, loss or damage is caused by the negligence of an employee, servant or agent of Canada while acting within the scope of his or her employment.

GC8. Notices

- 8.1. Where in the Contract any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by registered mail, facsimile or electronic mail addressed to the Party for whom it is intended at the address mentioned in the Contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other Party; and facsimile or electronic mail, when transmitted. The address of either Party may be changed by notice in the manner set out in this provision.

GC9. Termination for Convenience

- 9.1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 9.2. If a termination notice is given pursuant to subsection 9.1, the Contractor will be entitled to be paid, for Costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
- on the basis of the Contract Dollar Value, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - the Cost to the Contractor plus a fair and reasonable profit for all Work terminated by the termination notice before completion; and
 - all Costs incidental to the termination of the Work incurred by the Contractor but not including the Cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 9.3. The Minister may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 9.4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Dollar Value. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

GC10. Termination Due to Default of Contractor

- 10.1. The Minister may, by notice to the Contractor, terminate all or any part of the Work if:

- 10.1.1 the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract; or
- 10.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 10.2. In the event that the Minister terminates the Work in whole or in part under GC10.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for all or part of the Work to be completed that was so terminated, and the Contractor shall be liable to Canada for any excess costs relating to the completion of the Work.
- 10.3. Upon termination of the Work under GC10.1, the Minister may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or Work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Canada shall pay the Contractor for all finished Work delivered pursuant to the direction of, and accepted by, the Minister, the Cost to the Contractor of the finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable Cost to the Contractor of all materials or Work-in-process delivered pursuant to the direction. Canada may withhold from the amounts due to the Contractor the sums that the Minister determines to be necessary to protect Canada against excess Costs for the completion of the Work.
- 10.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Dollar Value applicable to the Work or the particular part of the Work.

GC11. Records to be Kept by Contractor

- 11.1. The Contractor shall keep proper accounts and records of the cost of the Work and of all expenditures or commitments made by the Contractor including invoices, original receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts.
- 11.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to in GC11.1.
- 11.3. The Contractor shall not dispose of the documents referred to in GC11.1 without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for the period of time specified elsewhere in the Contract or, in the absence of such specification, for a period of six years following completion of the Work.

GC12. Conflict of Interest

12.1. The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

GC13. Contractor Status

13.1. This is a Contract for the performance of services and the Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC14. Conduct of the Work

14.1. The Contractor represents and warrants that:

- a. it is competent to perform the Work;
- b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

14.2. The Contractor must:

- a. perform the Work diligently and efficiently;
- b. except for Government property, supply everything necessary to perform the Work;
- c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- d. select and employ a sufficient number of qualified people;
- e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and
- f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

14.3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

GC15. Member of Parliament

15.1. No Member of Parliament shall be admitted to any share or part of this Contract or to any benefit to arise from this Contract.

GC16. Protection of Work

16.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor information necessary for the performance of the

subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require. This section does not apply to any information that:

- 16.1.1. is publicly available from a source other than the Contractor; or
- 16.1.2. is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.

16.2. When the Contract, the Work, or any information referred to in GC16.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada,

- 16.2.1. the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including any other instructions issued by the Minister; and
- 16.2.2. the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

GC17. Contingency Fees, Auditing and Public Disclosure

17.1. The Contractor declares that the Contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a Contingency Fee to any individual for the solicitation, negotiation or obtaining of this Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act* R.S.C., 1985, c. 44 (4th Supp.).

17.2. All accounts and records relating to any payment by the Contractor of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounting and auditing provisions of this Contract.

17.3. The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the Contract.

17.4. If the Contractor makes a false declaration under clause 17.1 or 21.1 or fails to comply with the terms set out in clause 17.2 or 17.3, it is an act of default under the Contract and the Contractor agrees, in addition to any other remedies that may be available against the Contractor, to immediately return any advance payments and agrees that the Contracting Authority may terminate the Contract in accordance with the default provisions of this Contract.

17.5. In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is

- calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms.
- GC18. Work Force Reduction Programs**
- 18.1. The Contractor acknowledges and agrees that any person, including the Contractor, carrying out this Contract, shall make available to the Contracting Authority any details of the status of the person with respect to cash out benefits as well as details of any pension payments under work force reduction programs.
- 18.2. The Contractor shall, if asked in writing and where necessary, sign or cause to have signed on behalf of any person, a waiver of privacy with respect to any and all information in relation to any such benefits and payments.
- GC19. Amendments**
- 19.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment. For greater certainty, to be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- GC20. Replacement Personnel**
- 20.1. The Contractor shall provide the services of the persons named in its bid and any additional persons necessary to perform the Work and provide the services required under this Contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 20.2. Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Contracting Authority. In such case the Contractor shall notify the Contracting Authority in writing and provide:
- 20.2.1. the reason for the removal of the named person from the project;
- 20.2.2. the name of the proposed replacement;
- 20.2.3. an outline of the qualifications and experience of the proposed replacement; and
- 20.2.4. an accepted security clearance certificate, if applicable.
- 20.3. The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence Work. Any change in the terms and conditions of this Contract which result from a replacement of personnel shall be effected by a contract amendment.
- 20.4. Notwithstanding the foregoing, the Contractor is required to perform the Work and provide the services in accordance with the terms of this Contract.
- GC21. Criminal Code of Canada**
- 21.1. The Contractor agrees to comply with the Code of Conduct for Procurement (the "Code") and to be bound by its terms. The Code can be accessed at the following Internet address: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html> Furthermore, in addition to the Code, the Contractor must comply with the terms set out in this section.
- 21.2. The Contractor declares and it is a term of this Contract that the Contractor has, and any of the Contractor's employees assigned to the performance of the Contract have, not never been convicted of an offence, other than an offence for which a pardon has been granted under the following sections of the *Criminal Code* of Canada:
- 21.2.1. Section 121, Frauds on the government;
- 21.2.2. Section 124, Selling or purchasing office; or
- 21.2.3. Section 418, Selling defective stores to Canada.
- GC22. Inspection/Acceptance**
- 22.1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
- GC23. Taxes**
- 23.1. Federal governments and agencies are to pay Applicable Taxes.
- 23.2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 23.3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 23.4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 23.5. Tax Withholding of 15 Percent – Canada Revenue Agency Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- GC24. Title**
- 24.1. Except as otherwise provided in the Contract including the intellectual property provisions, and except as provided in subsection 24.2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
- 24.2. Except as otherwise provided in the intellectual property provisions of the Contract, upon any payment being made to the Contractor for or on account of materials, parts, Work-in-process or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, Work-in-process and finished Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
- 24.3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, Work-in-process or finished Work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be

- liable for any loss or damage to any part of the Work caused by the Contractor or any subcontractor after such delivery.
- 24.4. Any vesting of title referred to in subsection 24.2 shall not constitute acceptance by Canada of the materials, parts, Work-in-process or finished Work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 24.5. Where title to any materials, parts, Work-in-process or finished Work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
- 24.6. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S. 1985, c. D-1, title to the Work or to any materials, parts, Work-in-process or finished Work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.
- GC25. Entire Agreement**
- 25.1. The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.
- GC26. Harassment in the Workplace**
- 26.1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Secretariat of Canada website.
- 26.2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.
- GC27. No Bribe or Conflict**
- 27.1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 27.2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 27.3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 27.4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.
- GC28. Government Property**
- 28.1. The Contractor must take reasonable and proper care of all Government property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- GC29. Suspension of Work**
- 29.1. The Contracting Authority may at any time, by giving written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.
- GC30. Right of Set-Off**
- 30.1. Without restricting any right of set-off given by law, the Minister may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Government of Canada by the Contractor under the Contract or under any other current contract. The Minister may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Government of Canada by the Contractor which, by virtue of the right of set-off, may be retained by the Government of Canada.
- GC31. Powers of Canada**
- 31.1. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.
- GC32. International Sanctions**
- 32.1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 32.2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 32.3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned

goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section GC9.

GC33. Transportation Costs

33.1. If transportation Costs are payable by the Minister under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The Costs must be shown as a separate item on the invoice.

GC34. Contract administration and dispute resolution

34.1. In the event that concerns or issues arise regarding the application of the terms and conditions of a contract, or regarding its administration, the Contractor should contact the contracting officer identified in the Contract to schedule a meeting by phone or in person to discuss and/or resolve any disagreements or misunderstandings. After this initial meeting has taken in place, and if needed, contractors will be provided with information on other dispute resolution options available to them such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.

34.2. At the request and consent of both Parties, the Office of the Procurement Ombudsman may be requested to participate in an alternative dispute resolution process to resolve any dispute between the Parties respecting the interpretation or application of the terms and conditions of the resulting Contract and their consent to bear the costs of such a process. The Office of the Procurement Ombudsman may be contacted by phone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC35. Transportation Carriers' Liability

35.1. The Government of Canada's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Government of Canada (determined by the FOB point of Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

GC36. Integrity Provisions in Contracts

36.1 Statement

- a. The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.
- b. The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

36.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

36.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates

are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

36.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

36.5 Canadian Offences Resulting in Legal Incapacity

- a. The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the [Criminal Code](#), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
 - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
- b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

36.6 Canadian Offences

The Contractor has certified that:

- a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
 - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False*

- or misleading representation), section 53 (*Deceptive notice of winning a prize*) of the Competition Act, or
- iii. section 239 (*False or deceptive statements*) of the Income Tax Act, or
- iv. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
- v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Foreign Public Officials Act, or
- vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act, or
- b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.
- 36.7 Foreign Offences**
The Contractor has certified that:
- a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
- i. the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;
- ii. the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;
- iii. the court's decision was not obtained by fraud; and
- iv. the Contractor or the Affiliate of the Contractor was entitled to present to the court every defence that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).
- 36.8 Ineligibility to Contract with Canada**
a. The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of
- PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:
- i. terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the Ineligibility and Suspension Policy, it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the Ineligibility and Suspension Policy after contract award, Canada may, following a notice period:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- d. The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the Ineligibility and Suspension Policy after contract award, Canada may, following a notice period:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- 36.9 Declaration of Offences Committed**
The Contractor understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.
- 36.10 Period of Ineligibility**
The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:
- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility

- to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
 - c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.
- 36.11 Canadian Pardons**
A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:
- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
 - b. been granted a pardon under Her Majesty's royal prerogative of mercy;
 - c. been granted a pardon under section 748 of the [Criminal Code](#);
 - d. received a record of suspension ordered under the [Criminal Records Act](#); and
 - e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.
- 36.12 Foreign Pardons**
A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an

offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

36.13 Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

36.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Contractor to be ineligible to contract with Canada for a period of five years.

GC37. Entire Agreement

37.1 The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

3. TERMS OF PAYMENT

TP1. Payment

- 1.1. Payments under this Contract, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission and receipt by Canada of a claim for payment.
- 1.2. Subject to parliamentary appropriation of funds and to TP1.1, payment by the Minister for the Work shall be made:
 - 1.2.1. in the case of an advance payment, within thirty (30) days of the signing of this Contract by both Parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
 - 1.2.2. in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed Work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
 - 1.2.3. in the case of a final payment, within thirty (30) days following the date of receipt of the completed Work or within thirty (30) days of receipt of an invoice requesting payment whichever is later.
- 1.3. For purposes of this Contract, a full day is any period of seven (7.0) hours within any twenty-four (24) hour period.
- 1.4. If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.
- 1.5. If Canada has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection.
- 1.6. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days only results in the date specified in TP1.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 1.7. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

TP2. Interest on Overdue Accounts

- 2.1. For the purposes of this section:
 - (a) "average rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (b) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (c) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
 - (d) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

- 2.2. Canada shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 2.3. Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 2.4. Canada shall not be liable to pay interest on overdue advance payments.

TP3. Appropriation

- 3.1. In accordance with section 40 of the *Financial Administration Act*, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

TP4. Travel and Living Expenses

Travel and living expenses incurred by the Contractor are entirely subject to the content of the current National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on Contract" (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp). Travel and living expenses are considered to be part of the total Cost of the Contract. Expenses which exceed the Directive will not be paid. Prior authorization for projected travel and living expenses is required.

4.1. General

- 4.1.1. Travel and living expenses are to be claimed at actual Cost but are not to exceed current National Joint Council Travel Directive.
- 4.1.2. A statement indicating the names of travellers; places visited; dates and length of visits; and purpose of travel must be submitted with each claim for travel and living expenses.
- 4.1.3. Insurance for all methods of travel; accidents; illness; cancellations; immunizations; and other obligations are the sole responsibility of the Contractor.

4.2. Method of Transportation

- 4.2.1. Air travel. The standard for air travel is economy class only. Upgrades to Business or First class are the sole financial responsibility of the Contractor.
- 4.2.2. Rail Travel. The standard for rail travel is the next higher class after the full economy class.
- 4.2.3. Rental vehicle. The standard for rental vehicles is mid size. Vehicle rental must be pre-approved by the Project Authority.
- 4.2.4. Private vehicle. The Contractor may claim only for distances necessarily driven solely on government business, using the most direct, safe and practical road routes. The rate per kilometre which is payable is specified in the current National Joint Council Travel Directive. Insurance is the responsibility of the Contractor. Canada will not assume responsibility for deductible amounts related to comprehensive or collision coverage.

4.3. Meal, accommodation, transportation and other allowances

- 4.3.1. For same day travel, with no overnight stay, the applicable meals allowance is paid, as specified in the current National Joint Council Travel Directive. Receipts are not required.
- 4.3.2. For same day travel, with no overnight stay, the applicable transportation allowance is paid, as specified in the current National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.
- 4.3.3. For travel of two (2) or more consecutive days, the applicable meal allowances, and the incidental expenses allowances per day are paid, as specified in the current National Joint Council Travel Directive. Receipts are not required.
- 4.3.4. For travel of two (2) or more consecutive days, the applicable travel and accommodation allowances

per day are paid, as specified in the current National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.

- 4.3.5. Meal allowances are not paid in respect of meals included in a fare (e.g. airplane or club-car ticket), or provided free of charge in a government mess, or included as part of the Cost of an event or other function.
- 4.3.6. Professional fees, or similar equivalent Costs cannot be claimed for travel time.
- 4.3.7. Receipts and vouchers for accommodation and transportation are required to be submitted with each claim, except when private, non-commercial accommodation is used. Luxury accommodation is not permitted. Original receipts may be required upon request from Canada, if so, the Contractor must provide original receipts.
- 4.3.8. Entertainment is not an allowable expense.

4. INTELLECTUAL PROPERTY

IP3. Contractor to Own Copyright

- 1.1 In this section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contractor to be delivered to Canada and in which copyright subsists.
- 1.2 Copyright in the Material belongs to the Contractor as soon as it comes into existence. Despite the Contractor’s ownership of copyright in the Material, Canada has unrestricted ownership rights in the deliverables under the Contract. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
- 1.3 As Canada has contributed to the cost of developing the Material, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the copyright in the Material 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 copyright in the Material, other than exploit it commercially in competition with the Contractor and transfer or assign ownership of it.
- 1.4 This license also includes the right to: a) disclose the Material to other governments for information purposes; and b) the right to disclose the Material 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.
- 1.5 This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, whether or not attached to any deliverable.
- 1.6 The Contractor represents and warrants that it has the right to grant to Canada the license. If the copyright in the Material is 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 that permits compliance with this section or arrange, without delay, for the subcontractor or third party to grant promptly any required license directly to Canada.
- 1.7 The copyright arising from any modification, improvement or development of the Material that is effected by or for Canada in the exercise of this license will belong to Canada, or in such person as Canada will decide. Copyright in any translation of the Material made by Canada will belong to Canada, without prejudice to the copyright in the original Material.
- 1.8 Canada may use independent contractors in the exercise of its rights under this section.
- 1.9 Canada will reproduce the Contractor’s copyright notice, if any, on all copies of the Material.
- 1.10 No restrictions other than those set out in this section will apply to Canada’s use of copies or translated versions of the Material.
- 1.11 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights, in a form acceptable to the Minister, from every author that contributed to the Material. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor’s moral rights in the Material.
- 1.12 The Contractor agrees to provide Canada, upon request, with a copy of all working papers, documentation and information collected or prepared by the Contractor for the purposes of this Contract.

ANNEX A – STATEMENT OF WORK
Dental Contractor for the First Nations and Inuit Dental Clinic
Whitehorse, Yukon

1. SCOPE

1.1. Introduction

The Department of Indigenous Services Canada's First Nations and Inuit Health Branch (FNIHB), Northern Region, requires the services of a Dental Contractor to provide a dental team consisting of a full-time Dentist, Dental Assistant and Dental Receptionist, to provide clinical dental services, within the scope of the Non-Insured Health Benefits (NIHB) Program to eligible First Nations and Inuit clients at an Indigenous Services Canada owned dental clinic located in Whitehorse, Yukon.

1.2. Objectives of the Requirement

The Contractor will deliver, in a culturally sensitive manner, clinical dental services provided under the NIHB Program to eligible First Nations and Inuit clients.

In exceptional circumstances and on a short term basis, the Contractor may be required to deliver dental services to eligible clients in communities outside of Whitehorse.

1.3. Background and Specific Scope of the Requirement

The First Nations and Inuit Dental Clinic (FNIDC) opened in downtown Whitehorse, YT in April 2005. The dental clinic is located in the Elijah Smith Building at 100-300 Main Street. The FNIDC was established to provide access to dental services covered under the NIHB Program to eligible First Nations and Inuit clients. Clients accessing dental services at FNIDC do not pay a fee for service. The dental clinic has 2 fully equipped dental operatories and is computerized, operating on Abdent software. The FNIDC is open 5 days a week, Monday to Friday from 8:00 am until 4:00 pm, excluding statutory holidays.

2. REQUIREMENTS

2.1 Tasks, Activities, Deliverables and Milestones

This Contract requires the provision of dental services which are within the scope of the NIHB Program such as, but not limited to:

- Diagnostic;
- Preventive;
- Restorative;
- Removable Prosthodontics;
- Periodontics;
- Endodontics;
- Oral Surgery; and
- Adjunctive General Services.

For the purpose of this Contract, the bidder could be a dentist that fulfils the duties of both the Contractor and the dentist or the bidder could be a Contractor that sub-contracts the dentist duties to a dentist.

The Contractor will be responsible for ensuring that all dental equipment is properly used and maintained and be able to complete minor equipment repairs as necessary.

The Contractor will be responsible for informing the Project Authority, as required, if there are any equipment problems requiring the need for repair which cannot be completed by the Dentist. The Contractor will be responsible for the hiring, training, supervision and salary of a full time Dentist, Dental Assistant and Dental Receptionist for the Contract period.

The Department of Indigenous Services Canada will purchase all necessary consumable dental supplies for use in the First Nations and Inuit Dental Clinic and, if required, for use during community dental service visits. The Contractor will be responsible for the on-going monitoring of the quantities of supplies so that there is an adequate amount on hand to meet the average monthly requirements. The Contractor will also be responsible for advising the Department of Indigenous Services Canada when additional supplies are required.

When applicable, the Contractor will be responsible for the payment of the initial eligible laboratory expenditure. The Contractor will seek, from the NIHB Program and /or the Contract, reimbursement for the eligible laboratory expenditure.

The Contractor will be responsible for ensuring that the required dental claim forms and predetermination forms for clients are completed, and submitted to the Department of Indigenous Services Canada's NIHB processor and/or dental predetermination centre. When clients have supplemental dental coverage the Contractor will be responsible for ensuring that the required dental claim forms are submitted to the client's primary insurance prior to submitting to NIHB.

The Dentist will be responsible for maintaining on a daily basis accurate client records, work within the existing clinic administrative system, and be responsible for the submission of all necessary data to support the NIHB Program management information system as per national NIHB Dental Policies and Guidelines.

The Dentist will be responsible for referring clients to appropriate specialists for complex dental needs, which are beyond the scope of a general practitioner, but which are within the scope of the NIHB Program.

The Dentist will be required to apply for operating room privileges at the Whitehorse General Hospital for the provision of treating eligible clients, when necessary, under general anaesthetic.

The Dentist will not charge or collect fee for service for dental services provided under this agreement.

The Dentist will be responsible for completing and submitting to NIHB, as required, NIHB dental travel request forms.

As required, the Contractor and/or Dentist, Dental Assistant and Dental Receptionist will be required to meet the Project Authority or other Department of Indigenous Services Canada personnel on issues related to the dental clinic. The specifics of the meetings will be outlined in advance to the Contractor and the timing and location will be mutually agreed to by both parties.

2.2 Specifications and Standards

The Contractor will be responsible for the delivery of quality dental services comparable to North American standards.

The Contractor will be responsible for ensuring that the Dental Clinic complies with current infection prevention and control standards and dentistry radiation safety standards, as per documents specified by the Project Authority (see Annex A, Section 5.1). The Contractor and all dental team members will be required to adhere to the Yukon Dental Profession Act.

The Dentist will be responsible for obtaining and maintaining a Yukon Dental license as per the requirements of the Yukon Government Professional Licensing and Regulatory Branch for the duration of the Contract.

The Dentist will be responsible for obtaining and maintaining membership with the Yukon Dental Association for the duration of the Contract.

The Dentist will be responsible for obtaining and maintain a valid Cardio-Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) certification for the duration of the Contract.

2.3 Technical, Operational and Organizational Environment

The dental clinic must remain open for seven works hours per day excluding the lunch break. The hours of operation are from 8 am to 4 pm, coinciding with the facility's hours.

All clinic dental equipment and supplies will be provided by the Department of Indigenous Services Canada.

Access to a computer and required dental software for the daily operation of the clinic and access to client dental records will be provided by the Department of Indigenous Services Canada.

The Contractor must contact the Project Authority if there is any interruption in service due to problems in the facility or staffing.

The Contractor must contact the Project Authority if there are significant concerns or incidents which arise in the dental clinic.

2.4 Method and Source of Acceptance

The Dentist will need to meet a minimum production standard of \$1,600 average daily production target and \$352,000 annual production target. Should extenuating circumstances arise which prevent the production target from being attained at any time during the Contract period, the Contractor must immediately inform the Project Authority or her designate. If the production is not acceptable, the Contractor will be notified in writing. If the minimum production standard required by the Project Authority under this Contract is still not met after two written notices, the Contract may be terminated.

2.5 Reporting Requirements

The Contractor will be responsible for submitting to the Project Authority, the clinic Cash Flow Summary and Appointment Schedule on a daily basis. The Contractor will be responsible for submitting to the Project Authority, the Aged Receivables on a monthly basis. On the 15th of each month, the Contractor will submit to the Project Authority, for the upcoming month, any staffs leave of absences. Any changes to this submission will have to be agreed upon with the Project Authority.

2.6 Project Management Control Procedures

The individual identified in the proposal as the Project Authority or his/her designate shall:

- Perform monthly professional and administrative monitoring, either on site or from the Ottawa office, to ensure that the practice patterns reflect those that would be expected in such a clinic on a historical basis;
- Periodically perform monitoring of hours worked and procedures completed as well as log this

information for reporting and verification purposes. Any discrepancies between this log and the monthly invoice will be clarified by the Contractor to the satisfaction of the Project Authority or her designate;

- Review, without notice to the Contractor, all standard operating procedures and services provided by the Contractor and/or Dentist against the appropriate licensing and regulatory guidelines;
- Reserve the right to undertake more detailed auditing where warranted.

3. ADDITIONAL INFORMATION

3.1. Canada's Obligations

- Provide all dental equipment in working order needed to perform the NIHB Program dental services;
- Provide access to the FNIDC to comply with the number of hours and days of service required under the Contract;
- Provide access to a computer and the required dental software for daily operation of the dental clinic;
- Provide access to NIHB client dental records in order to facilitate the treatment of clients;
- Provide access to copies of government and departmental policies and procedures, publications, reports, as they relate to the NIHB Program;
- Provide access to NIHB Program staff to assist with problem resolution or any unforeseen issues that arise during the life of the Contract;
- Purchase all necessary consumable dental supplies for use in the FNIDC and, if required, for use during community dental service visits; and
- Assist the Contractor with the application for security clearance.

3.2. Contractor's Obligations

- Responsible for the hiring, training, supervision and salary of a full time Dentist, Dental Assistant and Dental Receptionist;
- Ensure the Dentist obtains and maintains in good standing a Yukon Dental License with the Yukon Professional Licensing and Regulatory Affairs Branch for the duration of the Contract. Should the licensing status change at any time during the Contract period the Contractor must immediately inform the Project Authority or her designate;
- Ensure the Dentist obtains membership with the Yukon Dental Association for the duration of the Contract. Should the membership status change at any time during the Contract period the Contractor must immediately inform the Project Authority or her designate;
- Ensure for the duration of the Contract, the Dentist applies for operating room privileges at the Whitehorse General Hospital for the provision of treating eligible clients, when necessary, under general anaesthetic;
- Ensure the Dentist follows all applicable NIHB Program policies, procedures, guidelines and templates as provided by the Project Authority; ensure confidentiality of information and protect Dentist/Client relationship; and follow the Privacy Code used by the Department of Indigenous Services Canada for the confidentiality of information;
- Prior to the commencement of the contract, ensure all Dental Team members complete the NIHB online privacy training; the Project Authority is to be notified once completed. The NIHB online privacy training can be found at <http://hc-sc.gc.ca/fniah-spnia/nihb-ssna/priv/training-formation/index-eng.php>
- Should a member of the Dental Team at any time, be no longer able to provide their services and/or who will be absent greater than 2 consecutive weeks, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Project Authority. In such case the Contractor shall notify the Project Authority in writing and provide:
 - the name of the proposed replacement;

- an outline of the qualifications and experience of the proposed replacement;
- security clearance from the Federal Government for the proposed replacement at the Reliability level;
- the notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence Work. Any change in the terms and conditions of this Contract which result from a replacement of personnel shall be effected by a contract amendment.
- Ensure all dental equipment is properly used and maintained and be able to complete minor equipment repairs as necessary. The Contractor will be responsible for repairing or replacing any dental equipment and/or dental instruments owned by the Department of Indigenous Services Canada that have been improperly maintained or are missing. All equipment will have been assessed and inventoried by the Project Authority before the Contractor begins this Contract. The Contractor will be responsible for informing the Project Authority, as required, if there are any equipment problems requiring the need for repair which cannot be completed by the Contractor;
- Responsible for the on-going monitoring of the quantities of supplies so that there is an adequate amount on hand to meet the average monthly requirements. The Contractor will also be responsible for advising the Department of Indigenous Services Canada, on a monthly basis, as required, of any supplies that need to be purchased. In addition, the Contractor will be responsible for ensuring all consumable dental supplies are used exclusively for the treatment of First Nations and Inuit clients at the FNIDC and, if required, at community dental service visits;
- Equipment, furnishings and supplies procured for the use of the Contractor and/or Dentist, Dental Assistant and Dental Receptionist will remain the property of the Department of Indigenous Services Canada. The Contractor will ensure that reasonable care will be taken in the use of the equipment and supplies provided.

3.3. Location of Work, Work Site and Delivery Point

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

The primary location for work will be:

First Nations and Inuit Dental Clinic
 100- 300 Main Street
 Elijah Smith Building
 Whitehorse, Yukon, Y1A 2B5

3.4. Language of Work

The language of work is English.

3.5. Special Requirements

It is a condition that prior to performance of any obligation under this Contract, the Dentist must obtain a Yukon Dental License and will continue to maintain this license for the duration of the Contract. The Dentist prior to performance of any obligation under this Contract, must also obtain membership in the Yukon Dental Association and will continue to maintain this membership for the duration of the Contract. Should the above listed licensing and membership status change at any time during the Contract period the Contractor must immediately inform the Project Authority or her designate. The Contractor will be responsible for providing a letter of good standing from the licensing body at any time at the request of the Project Authority. As well, the Dentist must apply for, operating room privileges at the Whitehorse General Hospital for the provision of treating eligible clients, when necessary, under general anaesthetic.

3.6. Travel and Living

In exceptional circumstances and on a short term basis, the Contractor, at the request of the Project Authority, may be required to provide dental services in communities outside of Whitehorse. On such occasions, both parties will mutually agree on the impact of the production standard and on the dental clinic coverage and hours.

Travel associated with this Contract will need to be preauthorized by the Project Authority. Payment for travel and living expenses must be made in accordance to the terms of payment and the National Joint Council Travel Directive.

3.7 Safeguarding and Privacy Controls

- 3.7.1 To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Information or the Records and that Canada owns the Records. On request, the Contractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.
- 3.7.2 The Contractor agrees to create, collect, receive, manage access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.
- 3.7.3 The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must:
 - a. not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;
 - b. segregate all Records from the Contractor's own information and records;
 - c. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
 - d. provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
 - e. keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);
 - f. include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
 - g. keep a record of the date and source of the last update to each Record;
 - h. maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Canada at any time;
 - i. segregate, secure and control access to any hard copy Records; and

- j. before providing any employee with access to the Personal Information, the Contractor must ensure that the employee is cleared by the Federal Government at the Reliability level.
- 3.7.4 The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:
- a. store the Personal Information only within the Department of Indigenous Services Canada networks or e-mail systems electronically so that a password is required to access the system or database in which the Personal Information is stored;
 - b. ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
 - c. not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing;
 - d. implement any reasonable security or protection measures requested by Canada from time to time; and
 - e. notify the Contracting Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.
- 3.7.5 Canada may audit the Contractor's compliance with these conditions at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.
- 3.7.6 The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor will receive instruction to:
- return all Records (including all copies) to the Contracting Authority, OR
 - destroy all Records (including all copies) in a manner dictated by the Contracting Authority and provide a Certificate of Destruction to the Contracting Authority in a form prescribed by the Contracting Authority.
- 3.7.7 Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.
- 3.7.8 Canada and the Contractor each agree to notify the other immediately if a complaint is received under the Access to Information Act or the Privacy Act or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

- 3.7.9 The obligations set out in these conditions do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

3.8 Insurance Requirements

It is a condition, that prior to performance, throughout the duration and for a period of one year after expiration of the Contract, the dentist shall maintain in full force and effect a policy of comprehensive general liability insurance to include coverage for any negligence, malpractice and dental professional liability by its officers, servants, agents' representatives, that could arise in the performance or non performance of this Contract. Proof of insurance coverage must be provided to the Project Authority prior to the Contract execution and annually throughout the duration of the Contract. Should any changes take effect to the insurance policy during the Contract period the Contractor must immediately inform the Project Authority or her designate.

Two insurance policies are required:

- a) Dental Malpractice Insurance for not less than three million dollars; and
- 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 dentist 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 fulfill his/her obligations under the Contract. Any such insurance will be provided and maintained by the dentist at his/her own expense. The insurance provisions herein will not limit any insurance required by federal, provincial or municipal law.

4. PROJECT SCHEDULE

4.1. Schedule and Estimated Level of Effort (Work Breakdown Structure)

The Contractor's dental team must ensure provision of 1540 hours (220 days x 7.0 hours/day) of dental services per annum for the duration of the contract at the FNIDC. In terms of this specific requirement, the Department of Indigenous Services Canada's preferred approach is that there will be one (1) Dentist who will work at the Dental Clinic providing a minimum of 1295 hours (185 days) of the 1540 hours (220 days) of dental services per annum. The remaining 245 hours (35 days) may be sub-contracted upon prior approval from the Project Authority.

5. APPLICABLE DOCUMENTS AND GLOSSARY

5.1 Applicable Documents

- Radiation Protection in Dentistry, Safety Code 30 (Section 2.2)
- Infection Prevention and Control in the Dental Office (Section 2.2)
- NIHB Program Dental Benefits Guide (Section 2.1)
- NIHB Program Claims Submission Kit (Section 2.1)
- NIHB Program Privacy Code (Section 3.2)

5.2 Relevant Terms, Acronyms and Glossaries

- FNIHB - First Nations and Inuit Health Branch
- NIHB - Non-Insured Health Benefits
- FNIDC - First Nations and Inuit Dental Clinic
- RFP - Request for Proposal
- SOW - Statement of Work
- Dentist: Refers to the primary Dentist who will be responsible for the provision of the majority of dental services at the First Nations and Inuit Dental Clinic.
- Dental Assistant: Refers to a certified dental assistant or an office-trained dental assistant.
- Dental Receptionist: Refers to a certified dental receptionist or an office-trained dental receptionist.
- Dental Team: Consists of a dentist(s), dental assistant(s) and dental receptionist(s) who will perform the duties specified in this Contract.

ANNEX B – BASIS OF PAYMENT

1. BASIS OF PAYMENT

- 1.1. Canada will pay the Contractor for the satisfactory performance of the agreed to services an amount not to exceed \$_____, inclusive of all expenses, customs and duties. Applicable taxes are extra.
- 1.2. All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 1.3. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications made by the Contractor will be authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to their incorporation into the Work. The Contractor is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Project Authority in writing as to the adequacy of this sum:
- when it is seventy five percent (75%) committed, or
 - four (4) months prior to the Contract expiry date, or
 - if the Contractor considers the funds provided to be inadequate for the completion of the Work, whichever comes first.

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

2. PRICE BREAKDOWN

2.1. Professional Services

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

PROFESSIONAL SERVICES	INITIAL CONTRACT PERIOD PER DIEM RATE (JULY 1, 2018-MARCH 31, 2021)	OPTION YEAR #1 PER DIEM RATE (APRIL 1, 2021 – MARCH 31, 2022)	OPTION YEAR #2 PER DIEM RATE (APRIL 1, 2022 TO MARCH 31, 2023)
DENTAL TEAM (INCLUDES DENTIST(S), ASSISTANT AND RECEPTIONIST	\$1,620.00x 605 DAYS = \$_____ TOTAL	\$1,620.00x 220 DAYS = \$_____ TOTAL	\$1,620.00x 220 DAYS = \$_____ TOTAL

2.2. Travel and Living Expenses

Subject to the prior written authorization by Canada, travel and living expenses incurred in the performance of the Work will be reimbursed, with no allowance for overhead or profit, within the limits permitted by the current National Joint Council Travel Directive (see Appendix 1, Resulting Contract Clauses – Terms of Payment, clause TP4).

Canada will not pay the Contractor its fixed time rates for any time spent in “travel status” (e.g. time spent travelling by car or plane, or time spent travelling to and from the airport).

Initial Contract period

Estimated travel and living expenses (inclusive of GST/HST) Estimate = \$12,000.00

Option Period One

Estimate travel and living expenses (inclusive of GST/HST) Estimate = \$4,000.00

Option Period Two

Estimate travel and living expenses (inclusive of GST/HST) Estimate = \$4,000.00

The Dentist will be bound by NIHB Program Guidelines, and will be required to direct bill the NIHB Program and/or the client’s supplemental dental insurance carrier. The Dentist will not receive any reimbursement from the NIHB Program and/or the client’s supplemental insurance carrier, with the exception of approved laboratory expenses from the NIHB Program and/or the Contract. Payment for dental services rendered will be made to the Contractor on a per diem basis. All reimbursement cheques from a client’s supplemental insurance carrier must be made payable to Receiver General for Canada. Details regarding the NIHB dental program and its policies can be found in the NIHB Dental Benefits Guide available at: http://www.hc-sc.gc.ca/fniah-spnia/pubs/nihb-ssna/_dent/2014-guide/index-eng.php

Further, payment of the last payable invoice of this Contract will be withheld until the Contractor demonstrates to the Project Authority that all equipment and client records are in order.

2.3. Miscellaneous Expenses

Initial Contract Period

Laboratory Expenses (inclusive of GST/HST) Estimate = \$3,000.00

Option Period One

Laboratory Expenses (inclusive of GST/HST) Estimate = \$1,000.00

Option Period Two

Laboratory Expenses (inclusive of GST/HST) Estimate = \$1,000.00

ANNEX C – SECURITY REQUIREMENTS CHECKLIST (SRCL)**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # SRCL - 1000197695**

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 at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

It is a condition that, prior to performance of any obligation under any Contract resulting from this RFP, the Contractor and Sub-contractors and their employees assigned to the performance of such Contractor will be security cleared by the federal government at the **Reliability** level.

At any time during the RFP solicitation the RFP Authority can be contacted by email requesting a Security Sponsorship.

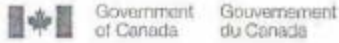
A) FOR INDIVIDUAL PROPONENTS:

Where the successful Bidder is an individual proponent, the security screening must be conducted by the Industrial Security Program of Public Works and Government Services Canada (PWGSC). The Department of Indigenous Services Canada will sponsor the successful Bidder for Registration – but no contract can be awarded by the Department of Indigenous Services Canada until the registration process is complete.

B) FOR A BUSINESS ENTITY:

Where the successful Bidder is a business entity, the security screening must be conducted by the Industrial Security Program of Public Works and Government Services Canada (PWGSC). The Department of Indigenous Services Canada will sponsor the successful Bidder for Registration – but no contract can be awarded by the Department of Indigenous Services Canada until the registration process is complete.

COMMON-PS-SRCL#6



Contract Number / Numéro du contrat 1000197695
Security Classification / Classification de sécurité UNCLASSIFIED

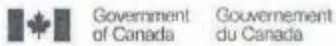
SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <i>Dept. of Indigenous Services Canada</i>	2. Branch or Directorate / Direction générale ou Direction <i>First Nations + Inuit Health Branch</i>	
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 <i>RENTAL CONTRACTOR FOR THE FIRST NATIONS AND INUIT BOARD QUINÉ - WHITBYNAGE, YUKON</i>		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? (No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / 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 / NATO NON CLASSIFIÉ: <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A: <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B: <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE: <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B: <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C: <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL: <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C: <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL: <input type="checkbox"/>	NATO SECRET / NATO SECRET: <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL: <input type="checkbox"/>
SECRET: <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET: <input type="checkbox"/>	SECRET: <input type="checkbox"/>
TOP SECRET / TRÈS SECRET: <input type="checkbox"/>		TOP SECRET / TRÈS SECRET: <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT): <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT): <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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COMMON-PS-SRCL#6

Contract Number / Numéro du contrat 1000197695
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 COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS 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

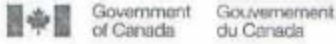
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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Security Classification / Classification de sécurité UNCLASSIFIED
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COMMON-PS-SRCL#6



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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 / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	USCIBS FOR SECRET COMSEC THIS SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL	SECRET	TOP SECRET
							NATO DIFFUSION RESTRICTION	NATO CONFIDENTIAL			A	B	C			
Information / Assets / Informations / Actifs / Protection																
IT Assets / Support IT / IT Actifs / Support 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).

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Security Classification / Classification de sécurité UNCLASSIFIED
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 Government of Canada / Gouvernement du Canada	COMMON-PS-SRCL#6
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Sarah Steeves	Director, NIHB		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-943-6889	613-954-9935	sarahm.steeves@canada.ca	Dec 19 2017
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
DANIEL L. WILSON	Security Officer		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
204 983 0334	204 574 0160	DANIEL.WILSON@COMPTON.ca	21/12/17
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Saumur, Jacques 0 	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
 Contract Security Officer
 Contracts Security Division / Division des contrats sécurité /
 Contract Security Program / Programme de sécurité des contrats /
 Public Services and Procurement Canada / Services publics et Approvisionnement Canada
 Jacques.Saumur@tpsgc-pwsc.gc.ca
 Telephone | Téléphone 613-948-1732
 Facsimile | Télécopieur 613-948-1712

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UNCLASSIFIED

