Solicitation No. - N° de l'invitation 1000225714 Client Ref. No. - N° de réf. du client XXXXX-XXXXXX Amd. No. - N° de la modif.

File No. - N° du dossier XXXXX.XXXXXX-XXXXXX Buyer ID - Id de l'acheteur XXXXX CCC No./N° CCC - FMS No./N° VME

RETURN BIDS TO:		Page 1 of
Bids must be submitted by email and must be	Title Orthodontic Services in suppor	rt of the Non-Insured Health
submitted ONLY to the following email address:	Solicitation Number 1000225714	
adnc.soumissionbid.aandc@canada.ca	Date (YYYYMMDD) 2021-06-14	
	Solicitation Closes	Time Zone
REQUEST FOR PROPOSALS	2:00	Eastern Standard Time (EST)
Proposal to DIAND:	On (YYYYMMDD) 2021-07-14	
We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indigenous and Northern Affairs Canada,	Contracting Authority	-
in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any	Name Jean Damascene Gasake	
attached sheets at the price(s) set out therefor.	Telephone Number	
	(873) 354-5730	
	Facsimile Number	
	Email Address	
	jeandamascene.gasake@canad	a.ca
Bidder	Destination(s) of Services	
Name	Security THIS REQUEST INCLUDES SECURIT	Y PROVISIONS
	Instructions:	
Aritimes	See Herein	
Address	Delivery Required	
	See Herein	
Telephone Number	Person Authorized to sign on beha	lf of Bidder
GST/HST Number	Name	
QST Number	Title	
	μ	

XXXXX.XXXXX-XXXXXX

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

SECURITY CLAUSES: PR #1000225714

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Submission of Bids

a. Bids must be submitted electronically only to Indigenous Services Canada (ISC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

At 02:00 PM on July 14, 2021 Time Zone: Eastern Standard Time (EST)

Email address for submitting your bid: aadnc.soumissionbid.aandc@canada.ca

Attn: Jean-Damascene Gasake

Subject line in E-mail: RFP No. 1000225714

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

- b. Due to the nature of the bid solicitation, bids transmitted by any other means to Indigenous Services Canada (ISC) will not be accepted.
- c. Late bids will not be accepted.
- d. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs,

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bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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

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 FPSs 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

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published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

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;
- 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.

2.4 **Enquiries - Bid Solicitation**

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

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

2.5 **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their

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choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section I: Technical Bid (please refer to Annex E & F)

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

Section II: Financial Bid (please refer to Annex G)

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex "G"

Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes extra.

Section III: Certifications & Annex "H"

Bidders must submit the certifications and additional information required under Part 5.

3.1.1 Electronic Payment of Invoices – Bid

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to attachment 1 Part 4

4.1.1.2 Rated Technical Criteria

Refer to attachment 1 Part 4

4.1.2 Financial Evaluation

SACC Manual Clause A0220T 2014-06-26 Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating Technical Merit and Price

a. A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid as determined by the established pre-determined selection criteria will be recommended for contract award.

The Technical and Financial proposals will initially be scored separately. The Overall Proposal Score will be determined by combining the Bidder's Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Technical Proposal	=	70%
Financial Proposal	=	30%
Overall Proposal	=	100%

The Bidder with the highest combined technical (70%) and financial score (30%) will be recommended for contract award.

- b. Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- c. If more than one bidder is ranked first because of identical overall scores, then the bidder with the **lowest total price** will become the top-ranked bidder.
- d. Notification of Evaluation Results: Unsuccessful bidders will be notified and the notice will include at minimum the following information:
 - i. Solicitation Number;
 - ii. Company name of winning bidder;
 - iii. Total value of contract awarded;

e. Example:

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			e (30%)		
		Bidder 1 Bidder 2		Bidder 3	
Overall Technic	al Score	115/135	89/135	92/135	
Bid Evaluated F	Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70	
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30	
Combined Ratir	Combined Rating		73.15	77.70	
Overall Rating		1st	3rd	2nd	

*Note: ISC anticipates 6 separate resulting contracts to be awarded

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ATTACHMENT 1 TO PART 4: TECHNICAL EVALUATION CRITERIA

Table 1	Mandatory Technical Criteria	Met	Not Met
M1	The Bidder must complete the attached Annex "E, F G, & H"		
	Clinical Experience as an Orthodontist		
	Bidder's proposed resource as an Orthodontist must have a minimum of three (3) years' experience within the last ten (10) years, providing clinical services as a licensed Orthodontist.		
M2	 Describe in Annex "F" in detail the following information: a) the name of the clinic in which the clinical services were performed; b) the contact information of the clinic including address, phone number and e-mail address, if available; c) start and end date of the work experience; d) indication if experience was obtained in own private practice clinic and/or as an associate at this clinic. 		
	Accreditation as an Orthodontist		
МЗ	Any bidder's proposed resource must be licensed as an Orthodontist in one Canadian Province or Territory. To comply with this criteria the bidder must include a copy of the current provincial/territorial license of the Resource.		
	Good standing		
M4	Any bidder's proposed resource must be in good standing with the provincial/territorial regulatory body in which he/she is licensed and/or practices.		
	In Annex "F" of the Bid Submission Form, the bidder must state if, "yes" or "no", the Resource is in good standing with the provincial/territorial regulatory body. Status will be confirmed by the Project Authority or its delegated representative.		
	References		
M5	Any bidder's proposed resource as an Orthodontist must include at minimum one (1) letter of reference that confirms the experience outlined in M2.		
	The letter is to include the following:		

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Table 1	Mandatory Technical Criteria	Met	Not Met
	Name of reference, contact information, number of years they've known the proposed resource, and relationship to the bidder's proposed resource.		

TECHNICAL REQUIREMENTS

Table 2	Rated Technical Criteria	Maximum Points	Bidder' Score
R1	 Clinical Experience as an Orthodontist In addition to the minimum required in M2, the bidder's proposed resource should have more than 3 years of experience as an Orthodontist. Points will be allocated as follows: 1 to 12 additional months = 2 points 13 to 24 additional months = 4 points 25 to 36 additional months = 6 points 37 to 48 additional months = 8 points 49 to 60 additional months = 10 points 61 additional months or more = 12 points 	12 points	
R2	 Experience in reviewing and providing recommendations Experience in reviewing and providing recommendations on orthodontic requests with the Dental Predetermination Centre (DPC), Orthodontic Services within the Non-Insured Health Benefits Program (NIHB) of Indigenous Services Canada (ISC). Five (5) points will be allotted if the bidder has demonstrated experience in reviewing and providing recommendations on orthodontic requests with the DPC within NIHB ISC. The experience must be within the last twelve (12) months. The following information must be provided in Annex "F": a) the contact information of NIHB DPC management, phone number and e-mail address; b) start and end date of the work experience. 	5 points	
TOTAL		17 points	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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 available at the bottom of the page of the <u>Employment</u> and <u>Social Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.3.4 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.2.3.4.1 SACC Manual clause A3010T (August 16, 2010) Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

- Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
- 2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
- 3. The Contractor and its personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
- 4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises.
- 5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
- 6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B including an I.T. link up to the level of protected B.**
- 7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
- 8. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
- 9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
- 10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
- 11. The Contractor must comply with the provisions of the:

- a) Security Requirements Agreement, attached as Annex "D"; and
- b) Policy on Government Security <u>https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578</u>.

XXXXX.XXXXX-XXXXXX

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

d) Insert: "2010B 36 (2018-05-10) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the contract award date to May 31, 2024 inclusive.

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6.2.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **Four (4)** additional one year periods under the same 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 Annex "**B**": Basis of Payment.

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

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean Damascene Gasake Title: Senior Procurement and Contracting Expert Indigenous Services Canada Materiel and Assets Management Directorate Address: 10 rue Wellington, Gatineau, K1A 0H4

Telephone: 873-354-5730 E-mail address: jeandamascene.gasake@canada.ca

The Contracting Authority is responsible for the management of the Contract and 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.

6.5.2 **Project Authority**

The Project Authority for the Contract is: (TB identified at contract award)

Name:	
Title:	
Organization:	
Address:	
Telephone:	

reiepriorie.	 	
Facsimile:	 	
E-mail address:		

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 all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority,

however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (*TB identified at contract award*)

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex "**B**" to a limitation of expenditure of \$_____ (*TBD at contract award*) Customs duty are included, and Applicable Taxes are extra.

6.7.2 Limitation of Expenditures for Authorized travel and Living Expenses

Concerning the requirements to travel, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$_____ (*TBD at contract award*). Customs duty are included, and Applicable Taxes are included.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Indigenous Services Canada Electronic Payment Request form (http://www.aadncaandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20 545 1362495227097 eng.pdf), and submit the form to the address provided.

6.8 **Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 **Certifications and Additional Information**

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 **Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in......(TB completed at contract award).

6.11 **Priority of Documents**

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

- the Articles of Agreement; (a)
- the general conditions 2010B (2020-05-28); (b)
- (c) Annex "A", Statement of Work;

- (d) Annex "**B**", Basis of Payment,
- (e) Annex "C", Security Requirements Check List;
- (f) the Contractor's bid Submission Form dated (TB completed at contract award)

6.12 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: (**TB identified at contract award**)

ANNEX "A": STATEMENT OF WORK

TITLE: Orthodontic Services in support of the Non-Insured Health Benefits (NIHB) Program

1. Introduction & Objectives

The Dental Predetermination Center (DPC), orthodontic services assesses orthodontic requests for eligible clients from all regions. Coverage of orthodontic treatment will be considered when all established orthodontic policy, guidelines, and criteria are met. A three (3) step appeal process exists to provide a mechanism for examining cases after they were denied at the initial review.

1.1. Terminology

First Nations and Inuit Health Branch Indigenous Services Canada	(FNIHB) (ISC)
Non-Insured Health Benefits Program	(NIHB)
Dental Predetermination Centre	(DPC)
Request for Proposal	(RFP)
Statement of Work	(SOW)
Dental Policy Development Division	(DPDD)
Benefit Management and Review Services Division	(BMRSD)
Handicaping Labio-Lingual Deviation	(HLD)

1.2. Background

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

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

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

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

1.3. Requirements

Scope of Work

Initial Review is the initial adjudication of the diagnostic records and additional information provided by the NIHB Client and/or Service Provider. Recommendations are based on the information submitted and provided against the established Program policy, guidelines, and criteria.

Level One (1) Appeals are the first re-evaluation of the diagnostic records and additional information provided by the NIHB Client and/or Service Provider. Recommendations are based on

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the information submitted and provided against the established Program policy, guidelines, and criteria. Final decisions at level 1 appeal are taken by the Director of the Dental Policy Development Division (DPDD).

Level Two (2) Appeals are the second re-evaluation of the diagnostic records and additional information provided by the Client and/or Service Provider. Recommendations are based on the information submitted and provided against the established Program policy, guidelines, and criteria. Final decisions at level 2 appeal are taken by the Director of the Benefit Management and Review Services Division (BMRSD).

Level Three (3) Appeals are the final re-evaluation of the diagnostic records and additional information provided by the Client and/or Service Provider. Recommendations are based on the information submitted and provided against the established Program policy, guidelines, and criteria. Final decisions at the third and final level of appeal are taken by the Director General of NIHB.

Note: An orthodontist cannot review the same case more than once.

1.4. Tasks

All orthodontists must execute the following tasks, but not limited to:

- Review initial and/or appeal requests for coverage of orthodontic services;
- Prepare written case review reports on a provided adjudication and appeal template;
- Provide written explanation should discrepancies occur between providers' assessments versus actual client's case;
- Conduct research and provide assistance with the review of NIHB's orthodontic policy, guidelines, and criteria;
- Provide orthodontic expert advice, including expert opinions on issues and responses to technical questions;
- Provide same day responses in some special circumstances;
- Contact Service Providers to discuss a client's case, calls made to providers must be authorized by the Project Authority or its delegated representative;
- Participate in teleconferences;
- Provide training/information sessions, as a need arises.

1.5. Project Schedule

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

The Project Authority or its delegated representative will develop a calendar for the Contractor with a schedule of when the Contractor can expect their reviews to be handled. Given the uncertainty of the volume of requests, every effort will be made to provide advance planning of days for the handling of the reviews. Should the Contractor not be available to manage a planned review, the Contractor must provide written notice to the Project Authority or its delegated representative a minimum of four (4) weeks in advance of the event occurring. If the contractor is unavailable to work, the Project Authority or its delegated representative may delegate the work to another contractor.

1.7. Specifications and Service Standards

The DPC, orthodontic services requires that all requests for orthodontic services be evaluated against NIHB policy, guidelines and criteria by the contractor within the following deadlines unless otherwise notified and agreed to by the Project Authority or its delegated representative:

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• Completion of a minimum of ten (10) cases per hour, including preparation of the written reports is expected from the contractor. The contractor may also be required to process miscellaneous requests and provide professional advice on Program orthodontic policy, guidelines, and criteria as requested, while respecting deadlines set by the Program Authority or its' delegated representative.

During the duration of the Contract, the Project Authority or its delegated representative may adjust the service level standards depending on the workload.

1.8. Technical, Operational and Organizational Environment

The following constraints will impact the provision of the services to NIHB by the Contractor:

- All Contractors must be available to work Monday to Friday, between the hours of 8:00 a.m. and 4:00 p.m. and respond to NIHB requirements for case reviews or other related work within the time lines and with the volumes identified in section 3.2 and;
- The technical, operational, and organizational environment will be determined by the Project Authority or its delegated representative.

1.9. Method and Source of Acceptance

All deliverables and services rendered under any contract will be monitored by the Project Authority or its delegated representative. Should any deliverables not be to the satisfaction of the Project Authority or its delegated representative, as submitted, the Project Authority or its delegated representative shall have the right to reject it or require correction before payment will be authorized.

1.10. Reporting Requirements

The Contractor will complete and submit in writing one (1) copy of the recommendation to a Project Authority or its delegated representative using the templates and forms provided by the DPC, orthodontic services. The exact format and timing for the provision of the professional advice and other services described in section 2.2 & 3.2 will be determined in advance by the Project Authority or its delegated representative.

1.11. Project Management Control Procedures

The Project Authority or its delegated representative will assign requests and appeals received for orthodontic services for specific periods of time. The contractor must submit invoices on a monthly basis. Days worked will be monitored and logged with an NIHB representative 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 its delegated representative.

2. Additional Information

2.1. Indegenious Services Canada's Obligations

- Provide access to NIHB's orthodontic policy, guidelines, and criteria;
- Provide the Modified Handicaping Labio-Lingual Deviation Index (HLD) and the Guidelines;
- Provide access to the Privacy Code and the Values and Ethics Code;
- Provide Program introduction debrief and training upon the contract award to familiarize the Contractor with the current workload, and processes;
- Provide orthodontic policy calibration exercises with other contractors;

- Provide access to the Indigenous Services Canada (ISC) Network;
- Provide invoice template and reporting form; and
- Provide access to mandatory cultural competency training.

2.2. Contractor's Obligations

In addition to section 2.2 & 3.2, the Contractor shall:

- Be licensed and in good standing as an Orthodontist with the regulatory body of the province/territory in which they practice;
- Maintain license as an Orthodontist.. Status of license as an Orthodontist and in good standing will be confirmed by the Project Authority or its delegated representative on an annual basis;
- Should the license and in good standing status change at any time during the Contract period, the Contractor must immediately inform the Project Authority or its delegated representative;
- Adhere to all applicable NIHB orthodontic policy, guidelines, criteria, processes, and templates;
- Ensure confidentiality of information and protect provider/client relationships;
- Adhere to the Privacy Code used by ISC for the confidentiality of information;
- Ensure all interactions and behaviors are in compliance with ISC Value and Ethics Code;
- Complete on-line mandatory cultural competency training. Information will be provided at contract award and contractors will have a maximum of eight (8) weeks to complete the training.

2.3. Location of Work, Worksite and Delivery Point

Any Contract resulting from this contract will be interpreted and governed by the laws of the Province/Territory in which the Contractor resides.

Due to existing workload and deadlines, all personnel assigned to any Contract resulting from this contract must be ready to work in close and frequent contact with the Project Authority or its delegated representative.

The work will be performed at the DPC, orthodontic services located at 200 Eglantine Driveway, Ottawa, Ontario on "**an as and when required basis**". No files or documentation related to the reviews or appeals are to be removed without the pre-approval of the Project Authority or its delegated representative.

In special circumstances, as directed in the Business Continuity Plan (BCP), the contractor may be expected to perform the work remotely using ISC network, from the contractor's site and using their own device and internet connectivity.

The Project Authority or its delegated representative will provide the following:

- Limited network access to ISC through Citrix or Virtual Privy Network (VPN) connection access;
- Assistance, support or feedback in a timely manner as required; and
- Any other relevant information to support the review of the request.

2.4. Language of Work

All contractors must be proficient in English.

2.5. Special Requirements

1. No Conflict of Interest

a. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be

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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;

- b. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada, including any assessment of a benefit under the Program, knowing that the decision might either further its private interest or the interest of a colleague, friend or a family member. As an example, the contractor shall not take part in any review process nor provide any advice to NIHB regarding an orthodontic request submitted to the NIHB Program for which the contractor is also the provider nor shall he process nor provide any advice to NIHB regarding an orthodontic request for a family member;
- c. 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;
- d. 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; and
- e. 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. Error! Bookmark not defined.

2.6. Insurance Requirements

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

2.7. Travel and Living

The contractor may be required to travel to the Dental Predetermination Center (DPC). All travel and living expenses must be made in accordance to the National Joint Council Travel Directive.

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ANNEX "B": BASIS OF PAYMENT (TB completed at contract award)

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ANNEX "C": SECURITY REQUIREMENTS CHECK LIST

PR# 1000225068 PR# 1000225068 Security Classification / Classification de sécur Unclassified SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Directorn / Région Non-Competitive / Non
Direction générale / Secteur / Direction / Région First Nations and inuit Health Branch Non-Competitive / Non-compétitir Competitive / Competi
3. Brief Description of Work / Bréve description du travall The First Nations and Inut Health Branch (FNIHE), Manitoba Region, wishes to equip Itself with a biomedical and pharmaceutical waste collection and disposal service in accordance with applicable regulations for the nursing stations, health centres, two hospitals and Regional Office (warehouse) at 39 York Ave of the Department of Indigenous Services. Manitoba Region
York Ave of the Department of Indigenous Services, Manitoba Region 4. Contract Amount / Montant du contract only) / Nom et adresse de la compagnie (pour les contrats non-compétities seulement) :
5. Contract Start and End date / Date de début et de fin du contrat April 1, 2021 to / au March 31, 2025
7. Will the suppler require / Le fournisseur aura-NI :
7.1 access to PROTECTED and/or CLASSIFIED Information or assets? No
7.2 an access card to AANDC premises? No Yes besoin d'une carte d'accès aux bureaux d'AADNC? Ou
7.3 access to the departmental computer network? No Yes access au réseau informatique du Ministère? No Ou
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D) PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIRED information/assets on its site or premises? IN NO Yee Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTECES et/ou CLASSIRES? IN NON OU
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically processistore sensitive Information? Information? Le fournisseur sena-Hill tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes Til pour traiter/stocker
électroniquement des renseignements sensibles?
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? X No Yes Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensitive au/à partir du Ministère ou avec Non Ou d'autres parties?
If yes, specify: / Si oul, specifiez :
a) Email transmission / Transmission par counter électronique : No Yes Non Ou No Yes Non Yes
b) Other transmission (Secure FTP, Collaboration, etc.) / Autre transmission (FTP sécurtsé, collaboration, etc.): Non Out
C) Remote access required to AANDC network (VPN, Cibrts) / Besoin de connexion à distance au réseau d'AADNC Non Yes Non Ou 9.3 Will the supplier be required to safeguard COMSEC' information or assets?
S.3 Will the subplier be required to sateguard COMSEC* Information of assets: Le fournisseur sen-Hi level de protisiger des renesignements ou des blens COMSEC* ? No Yes No
 Handing equipment and measures for secure transmission and emission (cryptographic, secure taxphone) (Manipulation de requipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopleur sécure)
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF
Category Categorie PROTECTED / PROTECTED / PROTECTED / PROTECTED / CALSSIFIED / CLASSIFIED / CLA
11 Information (Naueris off abe) Percentigenementations 11 (additionar) 9.1
Transmission - + mort 9-2-4)
(17 Transmission – offser 92.2 %)
Parnote Access to Network 92 c) Connection 2 distance au reseau CodeSitic Science Scie
PARTIC - PERSONNEL / PARTIE C - PERSONNEL 11.1 Personnel Security Screening Level Required: X N/A/ Reliability/ Confidential/ Secret Top Secret Top Secret
Niveau d'enquête de la sécurité du personnel reguls : Non reguls Flabilité Confidentiel Très secret
11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation securitaire peut-il se voir confier des parties du travail? Non Ves Ves Ves ViA./ Non reguls
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oul

ANNEX "D": SECURITY REQUIREMENTS AGREEMENT

Company name: _____ Request for proposal:<u>1000225714</u> Contract: **(***TB completed at contract award***)**.....

1. Physical Security Transportation and Safeguard Requirements

Physical transportation and/or safeguarding of protected information and/or assets is not authorized under this contract.

Definitions:

<u>Protected information</u>: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

Protected A: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

Protected B: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

2. IT Security Requirements

Production and storage of **Protected** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

2.1 <u>Electronic Storage</u>

- Store Protected electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <u>http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm</u>)
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

2.2 <u>Electronic Possession, Transportation and Processing</u>

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <u>https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006)</u>
- Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

2.3 <u>Electronic Transmission of Departmental Data</u>

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) under this contract must be done through the remote connectivity to the department's network only. (Citrix/VPN)

2.4 <u>Remote Connectivity to the Department's</u>

The contractor requires remote access to the Department's network and IT Systems. Remote access is to be configured in the following manner:

- A unique identifier and password is assigned to each user and is used to authenticate the user to the network; and
- The Citrix Portal <u>https://pa-ap.aadnc-aandc.gc.ca</u> is used.

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. CIRNAC/ISC accepts any residual risk for their use during the contract. Therefore, an IT inspection by CIRNAC/ISC to verify remote access services is not required.

3. <u>Inspection</u>

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

SECURITY AGREEMENT

I, ______ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract *(TB completed at contract award)*, as set out below, to the best of our abilities.

- 1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
- 2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
- 3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
- 4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

<u>Contractor:</u> PRINT NAMI	E:	
SIGNATURE: DATE:		
CIRNAC/ISC	Project	Authority:
PRINT NAME: (TB completed	l at contract award)	
SIGNATURE:		

ANNEX "E": BID SUBMISSION FORM

INSTRUCTIONS: Annex "E" should be completed in full and submitted as a separate attachment

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for	Name	
evaluation purposes (e.g., clarifications)	Title	
	Address	
	Telephone #	
	Fax # Email	
If you have it please complete:		
Bidder's Procurement Business Number (PBN)		
[see 02 (2020-05-28) PBM in the Standard Instructions 2003]		
Bidder's Proposed Site(s) or Premises	Address of prop	osed site or premise:
Requiring Safeguard Measures. See Part	City:	
3 for instructions.	Province:	_
(Note: Procurement Officers should	Postal Code:	
delete if this requirement was not	Country: CANAE	DA
included in Part 6)		
Former Dublic Comments (FDC)	la tha D'ddana F	
Former Public Servants (FPS) See the Article in Part 2 of the bid solicitation	Is the Bidder a F bid solicitation?	FPS in receipt of a pension as defined in the
entitled Former Public Servant for a	Yes <u>No</u>	
definition of "Former Public Servant".		ne information required by the Article in Part
		er Public Servant"
		FPS who received a lump sum payment
		of the Work Force Adjustment Directive?
	Yes <u>No</u>	
		ne information required by the Article in Part er Public Servant"
If you have it please complete:		
Security Clearance Level of Bidder	Level:	Date granted (dd/mm/yy):
[include both the level and the date it was	20101	
granted]	□ Reliability	
[Note to Bidders: Please ensure that the	-	
security clearance matches the legal	□ Secret	
name of the Bidder. If it does not, the	Top secret	
security clearance is not valid for the Bidder.]		
bladenj		
*clearance required prior contract award		
Should the bidder not include security clearance information in this section, the Contracting Authority will have the right to ask for additional information to verify the bidder's clearance.		

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and

4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative	
of Bidder	

ANNEX "F": BIDDER'S RESPONSE FORM

INSTRUCTIONS: Annex "F" must be completed in full and submitted as a separate attachment.

All bidders are required to enter their Technical Proposal information in the following form and attach appropriate documentation requested in Part 5 and Attachment 1 to Part 4 of the RFP.

Information on Bidder's proposed resource:		
First and last Name of proposed resource		
Home Street Address		
City		
Province		
Postal Code		
Cell Phone number		
Email address		

Mandatory Technical Criteria

Clinical Experience as an Orthodontist - Bidder's proposed resource as an Orthodontist must have a minimum of
three (3) years' experience within the last ten (10) years, providing clinical services as an licensed.
Does the proposed resource have a minimum of three (3) years' experience providing clinical services as an
orthodontist?

If you answered "yes", describe in detail the following information for each experience:

Experience # 1	
 a) the name of the clinic in which the clinical services were performed 	
 b) the contact information of the clinic including address, phone number and e-mail address, if available 	
c) start and end date of the work experience	
d) Indication if experience was obtained in own private practice clinic and/or as an associate at this clinic	

Experience # 2 (use if required)	
 a) the name of the clinic in which the clinical services were performed 	
b) the contact information of the clinic including address, phone number and e-mail address, if available	
c) start and end date of the work experience	
d) Indication if experience was obtained in own private practice clinic and/or as an associate at this clinic	
Experience # 3 (use if required)	
a) the name of the clinic in which the clinical services were performed	
b) the contact information of the clinic including address, phone number and e-mail address, if available	
c) start and end date of the work experience	
d) Indication if experience was obtained in own private practice clinic and/or as an associate at this clinic	

Certification of Education and Experience

To be considered responsive, the proposals must contain the following certification:

"The Bidder hereby certifies that all statements made with respect to education and experiences 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."

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

- a) Unverifiable or untrue statement;
- b) Unavailability of any person proposed on whose statement of education and experience the Crown relied to evaluate the offer and award the Contract.

Signature of Authorized Representative of the bidder	Date

Accreditation as an Orthodontist - Any bidder's proposed resource must be licensed as an Orthodontist in one Canadian Province or Territory.

To comply with this criteria the bidder must include a copy of the current provincial/territorial license of the Resource.

		Comments
Is the proposed resource a licensed orthodontist in one Canadian Province or Territory?	□ NO	
Have you included a copy of his/her provincial/territorial license?	□ NO	

Good standing - Any bidder's proposed resource must be in good standing with the provincial/territorial regulatory body in which he/she is licensed and/or practices.

		Comments
Is the proposed resource in good standing with the licensed provincial/territorial regulatory body in which they are licensed and/or practices in.	□ NO	

References - Any bidder's proposed resource as an Orthodontist must include at minimum one (1) letter of reference that confirms his/her experience as an orthodontist. (minimum of three (3) years).

<u>The letter is to include the following:</u> Name of reference, contact information, number of years they've known the proposed resource, and relationship to the bidder's proposed resource.

Have you enclosed any Letter(s) of Reference, identifying that the proposed resource have experience as an orthodontist?

If you answered "yes", provide the following for each Reference:

Reference	
a) the contact name of reference	
b) the contact information of reference including address, phone number and e-mail address, if available	
c) How long have you known the reference (number of years)	
d) What is your relationship to the reference	

Rated Technical Criteria

Clinical Experience as an Orthodontist <u>beyond</u> the mandatory three (3) years.

In addition to the minimum required in the mandatory technical criteria, the bidder's proposed resource should have more than 3 years of experience as an Orthodontist.

Does the proposed resource have clinical experience as an Orthodontist beyond the mandatory three (3) years?

If you answered "yes", describe in detail the following information for each additional experience:

Additional Experience beyond the mandatory three (3) years

a) the name of the clinic in which the clinical services were performed	
b) the contact information of the clinic including address, phone number and e-mail address, if available	

c) start and end date of the work experience	
d) Indication if experience was obtained in own private practice clinic and/or as an associate at this clinic	

Experience in reviewing and providing recommendations

Experience in reviewing and providing recommendations on orthodontic requests with the Dental Predetermination Centre (DPC), Orthodontic Services within the Non-Insured Health Benefits Program (NIHB) of Indigenous Services Canada (ISC)

Do you have recent * experience in reviewing and providing recommendations on orthodontic requests for the DPC, Orthodontic Services within the Non-Insured Health Benefits Program (NIHB) of Indigenous Services Canada (ISC)

* Recent is defined as within the last 12 months

□ YES (within	the	last	12	months)
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If you answered "yes", indicate the following:

a) the contact information of NIHB DPC management, phone number and e-mail address	
b) start and end date of the work experience	

ANNEX "G": PRICE SCHEDULE

INSTRUCTIONS: Annex "G" must be completed and submitted as a separate attachment

The Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed rate (in Can \$) for Items.

ATTENTION: Bidders must submit a separate bid for each stream they wish to bid on. Bidders cannot submit one bid containing multiple streams.

BIDDER'S FULL LEGAL NAME:....

PRICE SCHEDULE

Please select only one (1) stream that you are bidding to	Stream 1: Two days per month
	Stream 2: One day every two months
	Stream 3: 4 hours every 3 months

STREAM 1: Initial Contract Period

3 Resources required / 3 individual Contracts

The workload expected for each Contractor is estimated at an average of 15 hours or two (2) days of review per month plus an additional of up to seven (7) days each year.

All proposed rates must not exceed \$2,000 per diem to be compliant. Any rate that is bid higher for Stream 1 will be ruled as non-compliant and will receive no further consideration.

DESCRIPTION	Estimated Level of Effort (Days)	Per Diem Rate (CDN\$)	TOTAL per year (Tax excluded)
Orthodontist Services from Contract award date to May 31, 2022	31	\$	\$
Orthodontist Services from: June 1, 2022 to May 31, 2023	31	\$	\$
Orthodontist Services from: June 1, 2023 to May 31, 2024	31	\$	\$
(A) Total for Initial contract period Stream 1 (Applicable taxes are excluded):			\$

STREAM 1: Option year periods - 3 Resources required

All proposed rates must not exceed \$2,500 per diem to be compliant. Any rate that is bid higher for Stream 1 will be ruled as non-compliant and will receive no further consideration.

DESCRIPTION	Estimated Level of Effort (Days)	Per Diem Rate (CDN\$)	TOTAL per year (Tax excluded)
Option Period 1	31	\$	\$
Orthodontist Services from: June 1, 2024 to May 31, 2025	51	Ψ	Ψ
Option Period 2	31	\$	\$
Orthodontist Services from: June 1, 2025 to May 31, 2026	51	Ψ	ψ
Option Period 3	31	¢	\$
Orthodontist Services from: June 1, 2026 to May 31, 2027	51	\$	Φ
Option Period 4	31	¢	¢
Orthodontist Services from: June 1, 2027 to May 31, 2028	51	\$	\$
(B) Total for Option periods Stream 1 (Applicable taxes are excluded):			\$

TOTAL OF FINANCIAL BID STREAM 1: (A+B)= \$..... Applicable taxes are excluded

STREAM 2: Initial Contract - 2 Resources required / 2 individual Contracts

The workload expected for each Contractor is estimated at an average of 7.5 hours or one (1) day of review every two (2) months plus an additional of up to four (4) days each year

All proposed rates must not exceed \$1,750 per diem to be compliant. Any rate that is bid higher for Stream 2 will be ruled as non-compliant and will receive no further consideration.

DESCRIPTION	Estimated Level of Effort (Days)	Per Diem Rate (CDN\$)	TOTAL per year (Tax excluded)
Orthodontist Services from Contract award date to May 31, 2022	10	\$	\$
Orthodontist Services from: June 1, 2022 to May 31, 2023	10	\$	\$
Orthodontist Services from: June 1, 2023 to May 31, 2024	10	\$	\$
(A) Total for Initial contract period Stream 2 (A	\$		

STREAM 2: Option year periods - 2 Resources required

All proposed rates must not exceed \$2,250 per diem to be compliant. Any rate that is bid higher for Stream 2 will be ruled as non-compliant and will receive no further consideration.

DESCRIPTION	Estimated Level of Effort (Days)	Per Diem Rate (CDN\$)	TOTAL per year (Tax excluded)
Option Period 1			
Orthodontist Services from: June 1, 2024 to May 31, 2025	10	\$	\$
Option Period 2			
Orthodontist Services from: June 1, 2025 to	10	\$	\$
May 31, 2026			
Option Period 3			
Orthodontist Services from: June 1, 2026 to	10	\$	\$
May 31, 2027			
Option Period 4			
Orthodontist Services from: June 1, 2027 to	10	\$	\$
May 31, 2028			
(B) Total for Option periods Stream 2 (Applicable taxes are excluded):			\$

TOTAL OF FINANCIAL BID STREAM 2: (A+B)= \$..... Applicable taxes are excluded

STREAM 3: Initial Contract -1 Resource required / 1 individual Contract

The workload expected for each Contractor is estimated at an average of four (4) hours of review every three (3) months plus an additional of up to twelve (12) hours each year.

All proposed rates must not exceed \$1,500 per diem to be compliant. Any rate that is bid higher for Stream 3 will be ruled as non-compliant and will receive no further consideration.

DESCRIPTION	Estimated Level of Effort (Days)	Per Diem Rate (CDN\$)	TOTAL per year (Tax excluded)
Orthodontist Services from Contract award date to May 31, 2022	3.73	\$	\$
Orthodontist Services from: June 1, 2022 to May 31, 2023	3.73	\$	\$
Orthodontist Services from: June 1, 2023 to May 31, 2024	3.73	\$	\$
(A) Total for Initial contract period Stream 3 (A	\$		

STREAM 3: Option year periods - 1 Resource required

All proposed rates must not exceed \$2,000 per diem to be compliant. Any rate that is bid higher for Stream 3 will be ruled as non-compliant and will receive no further consideration.

DESCRIPTION	Estimated Level of Effort (Days)	Per Diem Rate (CDN\$)	TOTAL per year (Tax excluded)
Option Period 1			
Orthodontist Services from: June 1, 2024 to	3.73	\$	\$
May 31, 2025			
Option Period 2			
Orthodontist Services from: June 1, 2025 to	3.73	\$	\$
May 31, 2026			
Option Period 3			
Orthodontist Services from: June 1, 2026 to	3.73	\$	\$
May 31, 2027			
Option Period 4			
Orthodontist Services from: June 1, 2027 to	3.73	\$	\$
May 31, 2028			
(B) Total for Option periods Stream 3 (Applica	able taxes are excluded	d):	\$

TOTAL OF FINANCIAL BID STREAM 3: (A+B)= \$..... Applicable taxes are excluded

ANNEX "H": CONFLICT OF INTEREST AGREEMENT

INSTRUCTIONS: Annex "H" must be completed and submitted as a separate attachment

CONFLICT OF INTEREST AGREEMENT

Orthodontic Services in support of the Non-Insured Health Benefits (NIHB) Program

Please read the following information on conflict of interest to see if you have any problem or potential problem of providing services under any resulting Contract should one be awarded.

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

- I confirm that I have no potential conflicts of interest or any personal or professional relationships or experience that might give rise to a reasonable apprehension of bias in relation to this procurement to report at this time, but agree that I will immediately disclose any that I become aware of during the procurement process.
- □ I confirm my understanding and agree that should my bid be successful and I am awarded the Contract (Requisition #1000225714), that during the entirety of the Contract period I cannot enter into an additional Contract (s) for services or employment with Indigenous Services Canada (ISC). This does not limit my ability to provide direct orthodontic services to eligible registered First Nations and recognized Inuit under ISC. I agree that the obligation of this agreement will survive the completion of the Contract (Requisition #1000225714).

Print Name:	 	
Telephone Number:	 	
Print Name of Employer:	 	
Print Title:	 	
Date:		
Signature:		
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GCDOCS # 89549031 GCDOCS # 91367387		
GCDOCS # 94547904		
GCDOCS # 95370748		