



# REQUEST FOR STANDING OFFER

**RETURN BIDS TO:**

**Bids must be submitted by email and must be submitted ONLY to the following email address:**

soumissionbid@sac-isc.gc.ca

**REQUEST FOR STANDING OFFERS**

**Proposal to ISC**

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, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

Title <b>Dental Services for Manitoba Region, FNIHB Program</b>	
Solicitation Number <b>1000225967A</b>	
Date (YYYYMMDD) <b>2022-05-04</b>	
Solicitation Closes At <b>14:00 hrs</b>	Time Zone  <b>Eastern Daylight Time (EDT)</b>
On (YYYYMMDD) <b>2023-03-31</b>	
<b>Standing Offer Authority</b>	
Name <b>Alma Moyeda</b>	
Telephone Number <b>(819) 271-6488</b>	
Facsimile Number	
Email Address <b>alma.moyeda@sac-isc.gc.ca</b>	
Destination(s) of Services <b>Manitoba</b>	
Security <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
<b>Instructions:</b>  See Herein	
<b>Delivery Required</b> See Herein	
<b>Person Authorized to sign on behalf of Vendor/Firm</b>	
Name	
Title	

<b>Vendor/Firm</b>
Name
Address
Telephone Number
GST/HST Number
QST Number



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include:

- Annex A - Statement Of Work
- Annex B - Map Of Communities / Locations
- Annex C - Availability Schedule / Calendar
- Annex D - Per Diem Rates
- Annex E - Dental Equipment, Instruments, Accessories
- Annex F - Supply Reimbursement
- Annex G - Equipment Resource Confirmation Report
- Annex H - Task Authorization (TA)
- Annex I - Invoice Templates
- Annex J - Basis Of Payment
- Annex K – Bidder information and References
- Annex L – Certifications
- Annex M – Security Requirement Checklist

### **1.2 Summary**

- 1.2.1 A Standing Offer Agreement (SOA) is required for the services of licensed dentists on an 'as and when' requested basis serving First Nations communities within the Province of Manitoba.
- 1.2.2 The period of the Standing Offer Agreement will be from award to March 31, 2023 with an additional three (3), one (1) year option periods.



- 1.2.3 Intent is to award up to a maximum of forty five (45) Standing Offer Agreements to qualified Suppliers (Offerors) as a result of this RFSO and as result in a companion RFSO under the Set-Aside Program for Aboriginal Business - Procurement Strategy for Aboriginal Business (PSAB), solicitation number # 1000225968A.
- 1.2.4 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

### 1.3 Security Requirements

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

### 1.4 Debriefings

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



## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

### 2.2 Submission of Offers

Offers (and any amendments thereto) must be submitted **electronically only, in PDF format**, to Indigenous Services Canada (ISC) **by the date, time and to the e-mail address indicated on page 1 of the Request for Standing Offers**. The RFSO 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 3.1. Transmission of Offers (and any amendments thereto) submitted by any other means to ISC will not be accepted.

### 2.3 Former Public Servant

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

### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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



## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that the Offerors submit their offer by email in separate attachments as follows:

**Attachment I:** Bidder Information Letter and References - Annex "K";

**Attachment II:** Certifications; Offerors must submit the certifications and additional information required as per Annex "L" Annex "M" Security Agreement;

**Attachment III:** Mandatory Criteria (as detailed in PART 4, 4.1.1 Mandatory Criteria)

The total size of the email, including all attachments, must not exceed **10 megabytes (MB)**. It is solely the Offeror's responsibility to ensure that the total size of the email does not exceed this limit. If the email is larger than 10 MB, please submit your offer in three (3) separate emails to not exceed ISC's server limitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) page format; and
- 2) use a numbering system that corresponds to the bid solicitation.

### 3.2 Delivery Instructions for Proposal (Bid Submission):

You are invited to submit electronic copies in either official language (English or French). The RFSO 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 3.1 above.

### 3.3 No Payment for Costs Relating to the Submission of a Proposal:

No payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFSO.

### 3.4 Closing Date and Time:

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

The onus for submitting bids on time to the specified email rests with the bidder (the Offeror). It is the responsibility of the bidder to ensure correct and on-time delivery of the entire bid to the Crown, including all required information.

### 3.5 Time Extension to Closing Date:

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

### 3.6 Annual Refresh

On an ongoing basis new offers will be accepted for the issuance of individual Standing Offer Agreements. The offer submission periods for the Annual Refresh are estimated for May to March, for each year of the Standing Offer; however, notification of the actual refresh date will be published on BuyandSell.gc.ca



**Refresh dates of the RFSO**

Refresh Submission Period: May 1, 2022

Closing Date RFSO refresh: March 31, 2023

This refresh permits new suppliers to submit offers and potentially become Standing Offer Holders for Dental Services for Manitoba Region.

New fully compliant Offerors will be issued Standing Offers on the condition that they meet all of the requirements of the Request for Standing Offer.

Existing Standing Offer holders are not required to re-qualify or re-submit proposals for which they already have a Standing Offer Agreement.

**3.7 Non-Compliance/Unacceptable Proposals:**

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

Proposals received after the proposal closing time will not be considered and will be unopened.

**3.8 Announcement of Successful Bidder(s):**

The name(s) of the successful bidder(s) will be announced on the Government tendering system 'Buy and Sell' only once the SOA's have been put in place.

**3.9 Rights of the Crown:**

The Crown reserves the right to:

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



**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

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

**4.1.1 Mandatory Technical Criteria**

A Bidder's Proposal **MUST** meet **ALL** mandatory requirements in order for the proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the mandatory requirements will result in its proposal being deemed non-compliant, with the proposal being given no further consideration.

<b>ATTENTION OFFERORS:</b>			
Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
<b>MT1</b>	<p><b>A valid license to practice dentistry in the Province of Manitoba.</b></p> <p>Proof of registration must be submitted with your proposal. A photocopy of the document is acceptable. Manitoba Dental Association Licence (MDA) must be valid at the time of this bid submission <b>or</b> provide a copy of Bidder's Dental Licence from another province valid at the time of this bid submission. Note a valid/current MDA licence is required throughout the term of any SOA awarded from this RFSO. (If you are submitting as a corporation, ensure to submit the individual Dental License and the Corporation Licence.)</p>		
<b>MT2</b>	<p><b>Provide proof of insurance</b> (Dental Malpractice and Commercial General Liability Insurance, as per PART 7B Resulting Contract Clauses 7.7 Insurance Requirements)</p> <p>A photocopy of both documents is acceptable.</p> <p>If you cannot provide proof of Dental Malpractice Insurance and Commercial General Liability Insurance with your bid then you must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that you (the Offeror), if issued a Standing Offer Agreement as a result of the RFSO, can be insured in accordance with the</p>		



	Insurance Requirements (Part 7B, Resulting Contract Clauses 7.7 Insurance Requirements).		
<b>MT3</b>	<b>Proof of Valid Driver's License</b> (A photocopy of the front of bidders valid driver's license is required)		
<b>MT4</b>	<b>Availability Schedule</b> (Provide completed availability schedule (Annex C))		
<b>MT5</b>	<b>References</b> Provide two (2) references (Annex "K")		

#### 4.2 Basis of Selection

An Offeror must comply with the requirements of the Request for Standing Offer and meet all mandatory technical criteria to be declared responsive. The responsive offers will be recommended for issuance of a Standing Offer Agreement.



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

Offerors must provide the required certifications and additional information to be issued a standing offer.

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

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

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications in **Annex “L”**



## **PART 6 – SECURITY AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

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

### **6.2 Insurance Requirements**

See PART 7B Resulting Contract, Clause 7.7

### **6.3 Express Scripts Canada Dental Requirement**

Prior to the award of a Standing Offer, the Bidder's proposed resource must be a member of the Express Scripts Canada Dental. Proof of membership must be provided at the request of the RFSO Authority no later than ninety (90) days after confirmation of an Offer compliance to this RFSO.



## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by Security and Emergency Services Divisions of Indigenous Services Canada) apply and form part of the Standing Offer.

### SECURITY CLAUSES : 1000225967

1. 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 **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 **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. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
7. 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.
8. 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.
9. 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.



10. The Contractor must comply with the provisions of the:

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

### 7.3 Standard Clauses and Conditions

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

#### 7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of the Standing Offer Award to March 31, 2023 inclusive.

#### 7.4.2 Extension of Standing Offer

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 7.4.3 Comprehensive Land Claims Agreements (CLCAs) - REMOVED

#### 7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Standing Offer.

### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Alma Moyeda  
Title: Senior Procurement and Contracting Officer  
Department: Indigenous Services Canada (ISC)  
Directorate: Materiel and Assets Management Directorate  
Address: 10 Wellington St. Gatineau, QC, K1A 0h4

Telephone: 819-271-6488  
E-mail address: [alma.moyeda@sac-isc.gc.ca](mailto:alma.moyeda@sac-isc.gc.ca)



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

**7.5.2 Project Authority (identified at issuance of the Standing Offer)**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

**7.5.3 Offeror's Representative (identified at issuance of the Standing Offer)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

**7.6 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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

**7.7 Identified Users**

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

**7.8 Call-up Allocation**

- Multiple SOA's will be issued as a result of the Request for Standing Offer.
- Based on Regional Dental Unit (RDU) community/location requirements, priority will be given to Aboriginal Business Set-Aside Program (PSAB) Offerors who provide an Availability Schedule as per submission timelines, and whom accept, sign and return the TA.
- Call-Ups will be awarded based first on Offerors availability schedule and then will follow a rotational basis for SOA holders.
- After issuance of the Call-Up the Project Authority will then issue a Task Authorization (Annex "H") to the Offeror.





## 7.9 Call-up Procedures

### 7.9.1 A ceiling price will apply to each Call-Up awarded.

Ceiling price definition: The maximum amount of monies that may be paid to an Offeror for costs reasonably and properly incurred in the performance of the Work described in the Call-Up. The ceiling price may be subject to downward revision based on services rendered. If the costs, as charged, reach or exceed the ceiling, the Offeror must complete the Work and will receive no monies beyond this ceiling.

The ceiling price will be established by utilizing the applicable rates as shown in Annex "D" (Per Diem Rates).

### 7.9.2 Failure by the Offeror to submit an availability schedule by dates required as per Annex "C" will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Project Authority will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

### 7.9.3 The Offeror will be authorized by the Project Authority to proceed with the Work through the issuance of a completed and signed Call-Up against a SOA, and then the issuance of a duly completed and signed Task Authorization by the Project Authority.

### 7.9.4 The Offeror shall not commence Work until a Task Authorization has been signed by the Project Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-Up Against a SOA signed by the Standing Offer Authority and dually signed Task Authorization will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

## 7.10 Call-up Instrument

The Work will be authorized or confirmed using form 942, Call-up against a Standing Offer.

## 7.11 Limitation of Call-ups

Individual Call-Ups against the Standing Offer must not exceed **\$ 200,000.00** (Applicable Taxes included).

## 7.12 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$insert at SOA award** (Applicable Taxes excluded) for the initial Standing Offer period (Applicable Taxes excluded). The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

## 7.13 Priority of Documents

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



- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2021-12-02) General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Map of Communities
- g) Annex C, Availability schedule
- h) Annex D, Per diem rates
- i) Annex E, Dental Equipment
- j) Annex F, Supply Reimbursement
- k) Annex G, Equipment Resource confirmation Report
- l) Annex H, Task Authorizations
- m) Annex I, Invoice template
- n) Annex J, Basis of Payment
- o) Annex L, Certification
- p) Annex M, Security Requirement checklist
- q) Annex D, Covid-19 certification
- r) the Offeror's offer dated \_\_\_\_\_ (TBD)

## **7.14 Certifications and Additional Information**

### **7.14.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.14.2 Limitations to the Standing Offer Agreement (SOA)**

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

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

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

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

### **7.14.4 SACC Manual Clauses**

[M3082T](#) (2021-11-29), COVID-19 vaccination requirement certification compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).



Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

#### **7.15 Applicable Laws**

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



## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

[4013](#) (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

[4014](#) (2021-11-29) Suspension of the work apply to and form part of the Contract.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The period of the Contract is in accordance with the Call-up against the Standing Offer.

#### 7.3.2 Delivery Date

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

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

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

### 7.5 Payment

#### 7.5.1 Basis of Payment

The contractor will be paid for the work performed in accordance with the Annex "J" Basis of Payment.

#### 7.5.2 Limitation of Price

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



### 7.5.3 Method of Payment – 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:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### 7.5.4 T1204 - Direct Request by Department

Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

### 7.5.5 Electronic Payment of Invoices – Call-up

Method of invoice payment by Indigenous Services Canada 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 Electronic Payment Request Form ([https://www.sac-isc.gc.ca/DAM/DAM-ISC-SAC/DAM-FNDNG/STAGING/texte-text/20-545E-S\\_forms\\_direct\\_deposit\\_1537297014494\\_eng.pdf](https://www.sac-isc.gc.ca/DAM/DAM-ISC-SAC/DAM-FNDNG/STAGING/texte-text/20-545E-S_forms_direct_deposit_1537297014494_eng.pdf)) and submit the form to the address provided.

## 7.6 Invoicing Instructions

See Annex "I"

## 7.7 Insurance Requirements

**7.7.1** The Offeror must carry and maintain throughout the SOA, Commercial General Liability Insurance to include coverage for any negligence, malpractice, and professional liability for the Offeror and his/her employee(s). If at any time during the life of the SOA the insurance requirement status changes, the Offeror is to immediately inform the Project Authority. Two insurance policies are required:

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

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

**7.7.3** Offeror must maintain the required insurance coverage for the duration of the SOA. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the SOA.



**7.7.4** For Canadian-based Offerors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Offerors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Offeror must, if requested by the Project Authority, forward to Canada a certified true copy of all applicable insurance policies.

**7.8 SACC Manual Clauses - removed**

**7.9 Federal Contractors Program for Employment Equity - Default by the Contractor - removed**

**7.10 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

**7.11 Joint-venture**

The contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: (list all the joint venture members named in the contractor's bid).

With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:

1. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture contractor and has full authority to act as agent for each member regarding all matters relating to the contract
2. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor
3. All payments made by Canada to the representative member will act as a release by all the members

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the general conditions.



## ANNEX "A" STATEMENT OF WORK

Dental Services for Manitoba Region, First Nations and Inuit Health Dental Program

### 1.0 Introduction

Indigenous Services Canada (ISC), First Nations and Inuit Health Branch (FNIHB), Non-Insured Health Benefits (NIHB) Program, requires the services of licensed dentists (the Offeror) to provide community-based oral health care services, oral health education and promotion, administrative and other services to support dental clinics and dental programs predominantly in First Nations communities/locations in Manitoba. Communities/locations designated as “drive-in” are generally located in southern Manitoba and are accessible by vehicle. Communities/locations designated as “fly-in” are located in the northern and more isolated regions of the province and are best accessed by air travel, usually from airports in Winnipeg, St. Andrews and Thompson. The FNIHB dental clinics are predominantly located in community facilities such as health centres, nursing stations or schools. Dental clinics are set up with standardized dental equipment that remains in the clinic; the Offeror provides the necessary dental instruments, handpieces, and accessories. Dental supplies are ordered by the Offeror and the cost of preauthorized dental supplies is reimbursed to the Offeror by FNIHB.

This Standing Offer Agreement (SOA) is for the performance of services, and the Offeror is engaged as an independent for the sole purpose of delivering the services. Compensation is based on a fixed daily rate (per diem).

### 1.1 Objectives of the Requirement

The objective of the SOA is to ensure the availability of community-based oral health care services to address the basic oral health needs and improve oral health for First Nations and Inuit people.

An SOA is not a contract. A contract is entered into each time a Call-Up is made against the Standing Offer Agreement. Indigenous Services Canada's liability is limited to the actual value of the Call-Ups made within the period specified in the resulting Standing Offer.

### 1.2 Background, Assumptions and Specific Scope of the Requirement

This SOA will enable FNIHB, NIHB to provide a broad range of oral health care services to First Nations and Inuit people living predominantly in First Nations communities of Manitoba in lieu of client travel.

Travel is a requirement of this SOA.

## 2.0 Requirements

### 2.1 Tasks, Activities, Deliverables and Milestones

The Work of this SOA and the expectations of service delivery are described herein. The Work reports submitted by the Offeror and any administrative and/or audit reviews will be assessed by the Project Authority (or approved designate) to determine whether the tasks, activities, deliverables and milestones are being met. Failure to meet the expectations of service delivery may result in cancellation of the SOA.

It is expected that the Offeror's overall “Mean Daily Productivity” will reasonably approximate the Offeror's per diem rate.



## 2.2 Community Program Services

**2.2.1 NIHB Dental Program Services:** The Offeror must provide a range of clinical dental services included in the Non-Insured Health Benefit (NIHB) Dental Program. Eligible dental services are listed in the Manitoba NIHB Dental Benefit Grid and include diagnostic, preventive, restorative, endodontic, periodontic, prosthodontic, surgical and minor orthodontic procedures.

<http://www.ISC-sc.gc.ca/fniah-spnia/nihb-ssna/benefit-prestation/dent/index-eng.php>

### Dental Services to be Provided by Offeror: General Summary

- a) Diagnostic services including intraoral examinations, dental and medical histories, intraoral radiographs and their interpretation, treatment planning, vitality tests, diagnostic casts, patient consultations, and participation in dental surveys on request.
  - b) Clinical preventive services performed in the dental clinic (separate from the Community-based prevention activities), such as dental prophylaxis, applications of topical fluoride, oral hygiene instruction on an individual basis, minor occlusal equilibration, pit and fissure sealants, and caries control.
  - c) Dental amalgam and composite restorations including liners, bases, retentive pins and posts and cores.
  - d) Placement of stainless steel crowns and cast crowns.
  - e) Endodontic therapy of anterior, bicuspid and molar teeth and pulpotomies on primary teeth.
  - f) Periodontal therapy including the management of oral soft tissue infections, supra and subgingival scaling and root planing.
  - g) Removable prosthodontic services including the fabrication of complete and partial dentures, immediate dentures, transitional dentures, denture adjustments, denture relines, and minor denture repairs.
  - h) Oral surgery including the extraction of erupted teeth and impacted teeth. (Complex extractions may be considered for referral.)
  - i) Minor oral surgery including reimplantation of avulsed teeth and frenectomy.
  - j) Minor interceptive orthodontic therapy including serial extractions.
  - k) Adjunctive services such as professional consultations through patient referrals, prescription of drugs, case descriptions and completion of *Manitoba Dental Association Oral Health Certificates*, as required.
- 2.2.2 Referrals:** The Offeror will refer clients for eligible complex dental procedures that cannot be provided in the FNIHB dental clinic. All dental referral requests must be submitted to FNIHB for approval using the *Field Dental Referral* form. FNIHB reserves the right to assign referral clients to dental specialists. The Offeror must provide post-op assessment and necessary follow-up care for the referred clients when they return to the community.

## 2.3 Communication and Interaction

**2.3.1 Communication with Project Authority:** The Offeror must provide same day immediate communication with the Project Authority (or designate) regarding inability to travel, clinic interruptions due to weather, facility closure, equipment breakdowns and missing equipment.





Failure to communicate with the Project Authority may result in a reduction to the per diem amount for the day affected (prorating).

**2.3.2** Dental Specialists, Denturists, Dental Therapists and Dental Hygienists: The Offeror must cooperate with dental specialists, denturists, dental therapists and/or dental hygienists that FNIHB may arrange for the community. This could include ensuring all advance treatment is provided, accepting referrals, making appointments, providing follow-up care, etc.

**2.3.3** Dental Therapists (in community): The Offeror must provide dental consultations for and accept referrals from the community Dental Therapist for client dental problems and treatment beyond the scope of dental therapy practice.

## **2.4 Dental Clinic Operations**

**2.4.1** Dental Clinic and Program Records: The Offeror must implement and/or maintain the following dental program records. Records are maintained both at the community dental clinic and the RDU. All records and charts remain the property of Indigenous Services Canada.

- a) Maintain accurate and legible client dental records (patient dental charts) including medical and dental histories, dental examination findings, tooth charting, treatment records including treatment plans and progress notes, mounted and labelled radiographs, consent forms, predetermination forms and referral or consultation letters or forms.
- b) Implement and maintain the *Weekly Dental Appointment Schedule Book* including a cancellation wait list.
- c) Implement and maintain the *Dental Clinic Monitoring Record Book*, which includes daily steam sterilizer monitoring, dental waterline quality monitoring, x-ray quality monitoring and monthly dental LED curing light monitoring.
- d) Implement and maintain the *Community Dental Record Book*, which includes lists of referrals, predeterminations, dental lab work, patient follow-up and school dental program class lists.
- e) Maintain the dental clinic administrative filing system in an organized manner.
- f) Immediately inform the RDU of any dental equipment or handpieces (handpiece, coupler or motor) that are missing and/or broken and any and all dental clinic deficiencies at the time the Offeror becomes aware of any such deficiencies. This is done by contacting the RDU and by completing and submitting the *Dental Clinic or Equipment Problems* form.

**2.4.2** Dental Field Guide: The Offeror must ensure that the *Dental Field Guide*, is present and accessible in the dental clinic so that the Offeror can reference dental program procedures and guidelines for the administration and operation of an FNIHB dental clinic.

**2.4.3** Appointments: The Offeror must maximize clinic time and availability to treat patients. The Offeror must make every effort to ensure that the dental clinic is utilized to its optimum level. Daily and weekly client appointments will be recorded in the *Weekly Dental Appointment Schedule Book* provided by FNIHB, including a wait list to ensure that the dental clinic is productive.

**2.4.4** Dental Clinic Hours: Dental Clinic hours will normally be based on the operational hours of the community facility where the clinic is located (for example, health centre, nursing station or school). For the Norway House Dental Clinic, the hours will be 9:00 a.m. to 5:00 p.m. Operational hours are



based on an eight (8) hour day, consisting of a seven (7) hour workday and a one (1) hour break between 12:00 p.m. and 1:00 p.m.

- 2.4.5 Notice of Dental Clinic Operations:** The Offeror must ensure that the following information is posted in the community facility (at or near the dental clinic entrance and facility waiting room): Clinic hours, clinic telephone number, how to make an appointment, instructions for emergency patients, and times for special clinics (e.g. walk-in clinics).
- 2.4.6 Infection Control:** The Offeror must ensure that infection control procedures are followed according to professional guidelines.
- 2.4.7 Steam Sterilizer Testing:** The Offeror must perform steam sterilizer monitoring using the steam sterilizer test strips daily and conduct spore tests daily, and record the results in the *Dental Clinic Monitoring Record Book*.
- 2.4.8 Dental Unit Waterline Testing:** The Offeror must perform bi-weekly (every two weeks) dental waterline quality monitoring using the ELine waterline test, and record the results in the *Dental Clinic Monitoring Record Book*.
- 2.4.9 Dental LED Curing Light Testing:** The Offeror must perform monthly testing of the light intensity of the dental LED curing light using the LED radiometer, and record the results in the *Dental Clinic Monitoring Record Book*.
- 2.4.10 Dental X-ray Image Quality Control Monitoring:** The offeror should perform radiographic quality control testing to monitor dental x-ray image quality, and record the results in the Dental Clinic Monitoring Record Book.
- 2.4.11 Radiation Safety:** The Offeror must ensure that radiation safety standards are followed at all times, including the use of a personal dosimeter monitor. The Offeror must provide his/her own personal dosimeter monitor.
- 2.4.12 Waste Management:** The Offeror must ensure the safe handling, including proper disposal if necessary, of expired dental products, amalgam, undeveloped film, lead film backings, lead aprons, used sharps, general waste, chemicals and disinfectants, and confidential documents.
- Peri-Pro Processor fixer and developer solutions “used” (solution pored back into original bottle) or “expired” (solution in original unopened bottle) will need to be stored in the dental clinic/health facility until the RDU can arrange safe shipment out of the community. **No solutions are to be poured down the facility drain.**

**Safety Regulations and Labour Codes:** The Offeror must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the work is to be performed.

**WHMIS Regulations:** The Offeror must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) thereunder in accordance with said Act and regulation(s), accompanied by the Material Safety Data Sheet(s) completed in English.

<http://laws-lois.justice.gc.ca/eng/acts/H-3/>

**Dangerous Goods:**

- a) It is the responsibility of the Offeror to ensure proper labelling and packaging for the supply and shipping by the Offeror of dangerous goods and hazardous products.
- b) The Offeror must adhere to all levels of regulations regarding dangerous goods/hazardous



products as set forth by federal, provincial and municipal laws, bylaws and acts of Parliament.

## 2.5 Office Trained Dental Auxiliary or Registered Dental Assistant

2.5.1 The Offeror must hire, as necessary, an office trained dental auxiliary or registered dental assistant from the community or location in which the work is to take place. This office trained dental auxiliary and/or registered dental assistant may also act as an interpreter as and when required. In larger communities/locations, a second office-trained dental auxiliary and/or registered dental assistant may be approved by the Project Authority.

In the absence of an office trained dental auxiliary or registered dental assistant, the Offeror must be prepared to proceed with dental treatment and clinic maintenance.

## 2.6 Dental Clinic Supplies

2.6.1 The Offeror must complete and submit the *Dental Supply Request form* to FNIHB for authorization. The dental clinic supplies that are available are listed on the *FNIHB Dentist Supplies List*. Authorized dental supplies will then be shipped from the dental supply company.

Only supplies deemed essential to provide dental treatment will be authorized in the last month of the Offeror's SOA.

## 2.7 Dental Equipment Maintenance and Repair

2.7.1 Dental Equipment: The Offeror must ensure that the dental equipment is properly used and maintained. The Offeror may be required to complete minor equipment repairs on-site.

2.7.2 Dental Equipment Manuals: The Offeror must ensure that the *Dental Equipment Manual Binder*, which is the primary reference for the FNIHB field dental program, is present and accessible in the dental clinic so that the Offeror can reference manufacture equipment maintenance procedures and guidelines.

2.7.3 Return of Equipment for Repair: All dental equipment must be properly packaged for shipping. A *Reason for Shipping Equipment* form describing the equipment problem must be included with the defective equipment.

2.7.4 Removal of Dental Supplies or Equipment: The Offeror must not remove any dental equipment and/or supplies that belong to a specific FNIHB dental clinic without authorization from the Project Authority (or designate). Missing FNIHB dental equipment, handpieces (handpiece, coupler or motor), instruments and/or supplies may be charged to the Offeror if removed without permission.

## 2.8 Other Tasks

2.8.1 Other Tasks: The Project Authority may request other services such as collecting epidemiological data, surveys, community-based treatment plans, advice and consultation or special project assignments. Tasks / requests to be mutually agreed upon with the Offeror and the Project Authority for number of days required, and shall be paid at the Offerors per diem rate.

2.8.2 Mentoring Fourth Year Dental Student and/or First Time Dentist: The Project Authority may request the Offeror to mentor a fourth year dental student from a Faculty of Dentistry and/or a first time dentist. The Offeror will have the right to decline this task. Tasks/ requests to be mutually agreed upon with the Offeror and the Project Authority for number of days required, and shall be paid at the Offerors per diem rate.

## 2.9 Meetings



- 2.9.1 Meetings:** The Project Authority may request that the Offeror attend a maximum of two meetings in Winnipeg during the period of this SOA to discuss operational and/or administrative issues pertaining to the dental program. Attendance at these meetings will be requested in advance and payment for each meeting attended will be at the per diem rate.

### 3.0 Specifications and Standards

The Offeror must perform the Work to the standards established for the practice of dentistry in the Province of Manitoba.

### 3.1 Technical, Operational and Organizational Environment

#### 3.1.1 Scheduling Dental Clinics

- a) Fly-in communities and most drive-in communities are normally scheduled on a Monday to Friday basis. Under exceptional circumstances modifications to the schedule will be made. For some drive-in communities, services are scheduled on a one or two-day requirement per week.
- b) The Offeror must submit an availability schedule to the RDU by the dates shown in Annex C, Table 1. If no availability schedule is received by the submission timelines, the Offeror will not be scheduled for a clinic(s). Availability schedules received after the cut-off date may result in a reduced TA or no TA being offered.
- c) Dental services will be provided “as and when requested.” The Project Authority (or Designate) will confirm the utilization of an Offeror’s services by:

The **Task Authorization (TA)** (monthly confirmation, see Annex H) that will be sent (email, fax or regular mail) to the Offeror. The number of clinic days per community/location will depend on RDU community/location requirements, availability of Offerors, clinic facilities, transportation and accommodation, public health orders, community restrictions or as directed by the Project Authority.

The Call-Up may be issued for a block of time (days/weeks) for various locations, exact dates for assigned Work to take place shall be specified within the issued and approved TA.

- d) TA’s will be issued at the sole discretion of the Project Authority.
- e) TA forms must be signed and returned by the Offeror to the RDU by dates as shown in Table 1, Annex “C”
- f) For Offerors traveling to designated “fly-in” communities/locations, the RDU will provide a TA and a Flight Schedule of acceptable air travel flight times to be booked by the Offeror within 48 hours. The Offeror must contact the Project Authority (or designate) if unable to book Flight Schedule times. Instructions will be provided on alternate flight times to be booked in these situations.
- g) Air travel itineraries booked by the Offeror traveling to designated “fly-in” communities must be returned to the RDU along with the signed TA’s by the dates shown in Table 1, Annex C.
- h) The Project Authority reserves the right to amend a TA requirement due to operational, facility, accommodation, public health orders, community restrictions or airline changes after TA assignment. Any resulting flight change fee’s will be reimbursed to the Offeror by FNIHB.



- i) The Project Authority reserves the right to accept or decline an Offeror's availability if it is a partial day or partial week when a full day or full week is appropriate.
- j) A community/location is not permanently assigned or guaranteed to any one Offeror.
- k) The Offeror must submit an availability schedule by the dates shown in Annex C, Table 1. If no availability schedule is received by the submission timelines, the Offeror will not be scheduled for a clinic(s). Schedules received after the cut-off date may result in a reduced TA or no TA being offered.
- l) If the Offeror's submitted schedule cannot be accommodated, FNIHB will inform the Offeror.
- m) An Offeror who continually changes and/or cancels availability dates after receipt of his/her TA may not be scheduled for future TA's or Call-Ups against the SOA.
- n) There is no provision for "banking" of clinical work hours to facilitate an early departure from the community and subsequent invoicing for a full day's per diem.
- o) The Offeror must contact the Project Authority if:
  - the Offeror is unable to meet the requirements of TA and Flight Schedule after having accepted it
  - the clinic will not be open at the scheduled time
  - the Offeror cannot be at the clinic during the TA period; and
  - the clinic operation is interrupted by a facility closure or problem or unforeseen event such as a power outage, no water, sewer back-up, community events, funeral, etc.
- p) In cases where a community facility changes its regular operational hours on a Friday or any other day for all or part of the year, the Offeror must contact the Project Authority to discuss the situation. If the Project Authority (or designate) is not contacted, the Offeror's per diem will be prorated for the closure period.
- q) The Offeror must be aware of the following holiday dates and clinic closure dates that affect dental service delivery, as the community dental clinic will normally be closed. If the holiday date falls in the middle of the week and the Offeror is in the community/location, no dental services are to be provided and no payment will be made.
  - Inclusive of the following General Holidays:
    - New Year's Day (January 1<sup>st</sup>)
    - Louis Riel Day (observed on the third Monday of February)
    - Good Friday (Friday before Easter Sunday)
    - Easter Monday (Monday after Easter Sunday)
    - Victoria Day (last Monday preceding May 25<sup>th</sup>)
    - Canada Day (July 1<sup>st</sup>)
    - Civic Holiday (observed on the first Monday of August)
    - Labour Day (first Monday of September)
    - National Day for Truth and Reconciliation (September 30<sup>th</sup>)
    - Thanksgiving (second Monday in October)
    - Remembrance day (November 11<sup>th</sup>)



- Christmas day (December 25<sup>th</sup>)
  - Boxing Day (December 26<sup>th</sup>)
- r) Additional dates that may affect service delivery are noted below. The Project Authority reserves the right not to issue Task Authorizations for these days when the community health facility is scheduled to be closed.
- Aboriginal Justice Day (June)
  - Aboriginal Veterans Day (November)
  - Treaty Day(s) (varies per community)
  - Dental Clinic Closure dates as stipulated on Availability Schedule (Annex C)

### 3.1.2 Drive-in Community/Location: Requirement

- a) An Offeror in a drive-in community/location will provide full-day services on all days except the first and last day in the assigned community/location according to the travel times in Table 2 below.

Travel times and other references in this document are based on community facility (for example, health centre, nursing station, or school) operational hours of 8:30 a.m. to 4:30 p.m. For a community facility with operational hours of 9:00 a.m. to 5:00 p.m., travel times noted in Table 2 should be adjusted by one-half hour later.

If a community facility has shorter operational hours either regularly or seasonally, the Offeror must contact and notify the Project Authority. If the community facility's operational hours change for any day of the week, the SOA requirement remains at 7.0 work hours (including travel time allowance) as noted in Table 2; later facility opening time or earlier facility closing time does not equate to a later arrival or an earlier departure from the community from that noted in Table 2.

If the facility's operational hours are such that the work hours along with the Table 2 travel time cannot be maintained on any day (e.g., closing at noon), contact the Project Authority.

*Details on travel can be found under, 5.0 Per Diem, Travel and Living Expenses*

*Refer to Annex B for a map of Manitoba First Nations communities and the driving distances in kilometres between drive-in locations and Winnipeg.*



<b>Table 2: Operational Hours – Exception for First and Last day in assigned community/location.</b> (kms are based on one-way)			
<b>Distance from Winnipeg city limits or the Offeror’s principal residence (whichever distance is less)</b>	<b>Opening Time on First Day*</b>	<b>Opening and closing time on subsequent days</b>	<b>Closing time on last day*</b>
Within 140 kms	8:30 a.m.	Open at 8:30 a.m. and close at 4:30 p.m.	4:30 p.m.
Between 141 and 210 kms	9:00 a.m.		4:00 p.m.
Between 211 and 280 kms	9:30 a.m.		3:30 p.m.
Between 281 and 350 kms	10:00 a.m.		3:00 p.m.
For distances over 351 kms, the same principle will apply for every 70 kms travelled	Increase by ½ hour for every 70 kms travelled in excess of 351 kms		Decrease by ½ hour for every 70 kms, same principle will apply for every 70 kms travelled.

\*If a facility’s operational hours are between 9:00 a.m. and 5:00 p.m., please adjust the times by one-half hour as appropriate. For opening and closing times other than those noted, consult with Standing Offer Authority.

- b) For clinics in excess of 195 kilometers of Winnipeg city limits or the Offeror’s principal residence in Manitoba, whichever distance is less:
  - i. The Offeror is expected to use commercial or private accommodation that is within 70 kms of the clinic if Indigenous Services Canada accommodation is not available. If no accommodation is available within 70 kms, the Project Authority must be consulted.
  - ii. The Offeror may travel to the closest location with accommodation the night before the first Task Authorization day of the dental clinic. Accommodation expenses will be reimbursed. The dental clinic will open at the same time as the community facility (facility operational hours) on the **first day**. Departure on the last day of the Task Authorization week will be as noted in Table 2.
- c) Driving in Inclement Weather Conditions
  - i. If all road access to a community is closed by RCMP/Police but the facility/clinic/school is open, the Offeror will advise the Project Authority (or designate) of the road closure. If an alternate location is not provided, the Offeror may charge his/her per diem rate for the day.
  - ii. If the facility/clinic/school is closed, the Offeror will advise the Project Authority (or designate) of the closure as soon as possible. If alternate location is not provided, the Offeror may charge his/her per diem rate for the day.
  - iii. If the assigned community facility/clinic/school is open and no road closures are posted by the RCMP/Police, the Offeror makes the decision whether to travel in inclement weather conditions. The Offeror may cancel the Task Authorization (no claim will be submitted). Late arrival will be pro-rated.





### 3.1.3 Fly-in Community/Location: Requirement

- a) An Offeror in a fly-in community/location will provide services from 9:00 a.m. to 5:00 p.m. (or during regular facility operational hours) on all days except the first day of travel and the last day in the community/location. The Offeror will open the dental clinic within one hour of arrival in the community. On the day of departure the clinic should remain open until two hours prior to time of departure from the community. Packing of personal effects and cleaning the residence must be done on personal time.
- b) If an Offeror misses a flight due to personal circumstances or changes a flight, the per diem on the claim will be prorated for payment. Paid time will start when the Offeror opens the dental clinic for client care and end at the usual closing time.
- c) Offeror's should confirm their flight times and check-in times with the airline prior to the scheduled flight.

### 3.2 Method and Source of Acceptance

Should the Work or any portion of the Work not be in accordance with the requirements of the SOA, the Project Authority will have the right to reject it or require its correction.

### 3.3 Reporting Requirements

- a) The Offeror will confirm his or her daily opening and closing of the dental clinic by calling and leaving a message on the RDU voice mail (telephone number: 1-866-339-3362). This information is used to ensure that the FNIHB dental clinic is open for the required hours, for coordination with the NIHB Medical Transportation Unit, for the assignment of referrals (dental emergencies, etc.). Both call-ins and call-outs must be made directly from the dental clinic telephone. A failure to comply may result in prorating of the per diem amount for each day the Offeror fails to confirm his/her daily opening and closing of the dental clinic or suspension of further Task Authorizations, or Call-Ups against the SOA.
- b) The Offeror must submit *Dental Services Daily Records (DSDR)* forms for each day of the TA in order for payment to be processed. The DSDR is a daily summary of patients seen, dental services provided and activities performed. DSDRs are to be submitted at the end of each week to:

Regional Dental Unit, FNIHB  
300-391 York Avenue  
Winnipeg, MB R3C 4W1

- c) The Offeror must submit the *Equipment and Resources Confirmation Report* for each community/location worked in order for payment to be processed. This report confirms availability and working condition of FNIHB dental equipment, and availability of equipment manuals and other documentation, in the dental clinic. The *Equipment and Resources Confirmation Report* is to be submitted at the end of each week to:

Regional Dental Unit, FNIHB  
300-391 York Avenue  
Winnipeg, MB R3C 4W1





- d) When requested by the Project Authority, the Offeror must complete, verify and return dental clinic equipment inventories by the requested date.
- e) When requested by the Project Authority, the Offeror must complete *Dental Services Daily Record (DSDR) Correction Requests*, and make and submit all required corrections on the DSDR(s) to the RDU to ensure that this information is reflected on the *FNIHB SOA Dentist Statement of Services and Program Expense Summary Report*.
- f) When requested by the Project Authority, the Offeror must complete *Dental Chart Correction Requests* by correcting client information on the Dental Chart (e.g. client name, date of birth, client status number, etc.).
- g) When requested by the Project Authority, the Offeror must complete the *Community Tracking Report for Incomplete Procedures* when issued by the RDU, update any clinic information records, and return by the requested date.
- h) The Offeror will be asked to submit an update of his or her Offeror schedule availability days quarterly for Regional budget purposes by the Project Authority, and returned by the requested date.
- i) Other reports as requested must be returned within the time frame noted on the request.

### 3.3.1 Form of Claim:

The Offeror must submit the: *Offeror Bi-Monthly Invoice and Weekly Expense Summary of Offeror Invoice (Annex "I")* and *Supply Reimbursement (Annex "F")* with all supporting documentation. Invoice claims and *supply reimbursement* claims must conform to the SOA requirements.

- a) Information to be included: *Offeror: Bi-Monthly Invoice* and *Weekly Expense Summary* and *Offeror: Supply Reimbursement* submitted under the SOA must include all information as noted on the sample invoices and receipt in Annex F and Annex I.
- b) Sample Invoices are attached in Annex "F" & Annex "I". It is a requirement of this SOA to use this invoice/claim format. Per Diem, office trained dental auxiliary and/or registered dental assistant(s), travel expenses and miscellaneous expenses must be submitted using the *Offeror Bi-Monthly Invoice and Weekly Summary Expense*. Supply reimbursements should be submitted on the *Offeror: Supply Reimbursement*.
- c) Each Offeror's claim must include receipts to support eligible expense claims, if applicable. Receipts for *Office Trained Dental Auxiliary and/or Registered Dental Assistant (receipt and pay information form)* actual costs must be included.
- d) Submission of Invoices (Bi-Monthly and Weekly Expense Summary of Offeror Invoice) and Supply Reimbursements at Indigenous Services Canada's Fiscal Year-End (March 31, 2023): All claims (including supply reimbursements) for work up to and including March 31, 2023, must be submitted to Indigenous Services Canada, Accounting Operations – West, P2P Invoices by Tuesday April 4, 2023.



### 3.4 Project Management Control Procedures

Administrative Reviews and/or Audit: The Offeror will assist in any administrative reviews and/or audits of the FNIHB dental clinic or dental clinic records when requested by the Project Authority (or designate).

### 3.5 Change Management Procedures

The Project Authority is responsible for all matters concerning the technical content of the work under this SOA. Any proposed changes to the scope of work are to be discussed with the Project Authority, but any resultant changes can only be authorized by an Amendment issued by the Standing Offer Authority. All amendments to this SOA are to be made in writing and executed by both parties.

### 4.0 Other Terms and Conditions

#### 4.2 FNIHB Obligations

In order for the Offeror to fulfil his/her obligations under this SOA, FNIHB will ensure that the Offeror has access to:

- a) The dental clinic in the community facility (for example, health centres, nursing stations or schools) and the associated dental equipment, dental supplies, dental charts, telephone, patient waiting area and compressor/utility storage area/room. FNIHB dental equipment and accessories are listed in Annex "E".
- b) A RDU staff member will be available to coordinate activities including arranging transportation to and from the community/location and accommodation while at the assigned community/location. Transportation required within the community/location will be determined in consultation with the Offeror, Project Authority (or designate) and the Nurse-In-Charge in the community/location.

#### 4.3 Offeror's Obligations

**4.3.1 Licensing:** The Offeror must be registered and licensed to practice Dentistry in the Province of Manitoba for the duration of the SOA, and must maintain the dental license in Manitoba for the duration of the SOA. If at any time during the life of the SOA the licencing status changes, the Offeror is to immediately inform the Project Authority.

If the submitted License is no longer valid, the Offeror must send in a copy of their new MDA License, as a TA for services will not be issued and work cannot commence and /or be completed by the Offeror without a current and valid license.

It is the responsibility of the Offeror who directly employs an Office Trained Dental Auxiliary and / or Registered Dental Assistant to ensure the following;

- i. Office Trained Dental Axillaries are not licensed and therefore cannot perform any restricted activities.
- ii. Registered Dental Assistants may only provide services for which they have been formally trained and are within the scope of practice as designated by the regulatory body (MDA). In addition, the registered dental assistant must be currently registered and licensed by the regulatory body. It is the Offerors responsibility to ensure their Registered Dental Assistant(s) have and maintain appropriated liability insurance, licensing and certification as is required by law.



<https://www.manitobadentist.ca/registries-da.cfm>

- 4.3.2** Registration for Non-Insured Health Benefits payments: The Offeror must be registered with the Non-Insured Health Benefits' benefit payment Offeror throughout the tenure of the SOA, currently Express Scripts Canada ([www.provider.express-scripts.ca](http://www.provider.express-scripts.ca)). If at any time during the life of the SOA the Offeror is no longer registered with Express Scripts Canada, the Offeror is to immediately inform the Project Authority.
- 4.3.3** Dental Instruments, Handpieces and Accessories: The Offeror must have all the necessary instruments, handpieces, accessories, etc., as listed in Annex "E", to provide the dental services.
- 4.3.4** Confirmation of Schedule after Absence: In order to facilitate last minute community/location changes (due to accommodation not being available, emergency circumstances, flight changes/cancellations, dental clinic not being operational, etc.), the Offeror should check with FNIHB on the work day before a scheduled week upon the Offeror's return from an absence of one (1) or more weeks. FNIHB will endeavour to contact the Offeror by email (if available) or telephone/fax/cell. If the Offeror cannot be contacted, the Task Authorization and travel arrangements may be revised or cancelled.
- 4.3.5** Patient Dental Records Removal: The Offeror and his/her employees will not remove any patient dental records or charts from the dental clinic without prior written approval from the Project Authority, nor copy any dental records for removal from the clinic other than to support a client referred for a dental or medical consultation. Patient dental records are the property of the Government of Canada.
- 4.3.6** Fees: The Offeror must not charge or collect a professional fee for dental services provided under this SOA other than for approved (by NIHB Dental Predetermination Centre, Ottawa) dental lab expenses. As NIHB is payor of last resort, for patients with supplementary or private dental insurance, or who receive benefits under Provincial social assistance or other programs, the Offeror must ensure that the proper dental claim form is completed and submitted to the patient's primary insurance agency. Any payment of professional fees received for these claims must be directed to the Receiver General for Canada by cheque and mailed to the Manitoba Regional Dental Unit. Once Predetermination from the Dental Predetermination Centre has been obtained, any balance of Lab fees not covered through the primary insurance may be claimed with Express Scripts Canada with attachment of the Co-ordination of Benefits statement from the primary insurer.
- 4.3.7** Dental Lab Expenses: Dental lab expenses for preauthorized procedures will be reimbursed by the NIHB Dental Program. The expense claim must be submitted on an *NIHB Dent-29* claim form (or other acceptable dental claim form) showing the preauthorization number. The claim form is sent to Express Scripts Canada (Toronto), the NIHB payment organization, for reimbursement.  
<http://provider.express-scripts.ca/documents/Dental/Forms/English/NIHB%20Dental%20Claim%20Form.pdf>

**Mail Dental Claims to:**  
Express Scripts Canada  
NIHB Dental Claims  
3080 Yonge Street, Suite 3002  
Toronto, Ontario M4N 3N1



#### 4.4 Location of Work, Work Site and Delivery Point

see Annex "B"

#### 4.5 Language of Work

English is the language of work.

#### 5.0 Per Diem, Travel and Living Expenses

##### 5.1 Per Diem

- a) For performing the work arising from a Call-Up, as outlined in the Statement of Work, the Offeror will be paid in accordance with the daily per diem rate of payment as outlined in Annex D.
- b) The Per Diem rates are inclusive of payroll, overhead cost, profit and are inclusive of travel time and all meal expenses.
- c) Estimated level of effort is based on 8.0 hours per day. Clinics/facilities are normally operational between 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. consisting of a seven (7) hour workday and a one (1) hour break between 12:00 p.m. and 1:00 p.m. unless otherwise specified by the Project Authority. The Per Diem rate(s) may be prorated according to the terms of this SOA on individual days when the Offeror reduces the level of service.

##### 5.2 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.

<http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng>

For the reimbursement of use of private vehicle, rental vehicle, taxi, out-of-pocket accommodation charges and excess baggage charges, for a total estimated amount not to exceed (inclusive of GST/HST).

- 5.2.1 Any required travel must be pre-approved by the Project Authority.
- 5.2.2 The travel amount shall not exceed the amount specified in the call up document.
- 5.2.3 The Project Authority at the beginning of each month will obtain benchmarks for air travel from dedicated points of departure to destination. The benchmark will be used to establish timelines and the estimated cost of travel.
- 5.2.4 The Offeror is responsible for arranging all travel at the lowest possible flex fare.
- 5.2.5 The Offeror will arrange for travel to and from the dedicated points of departure to the First Nations Communities / locations.
- 5.2.6 The Offeror will arrange for travel between two designated points of departure.
- 5.2.7 The Offeror will arrange for travel between two or more Communities.



- 5.2.8** If the cost of road travel or rail travel from dedicated points of departure exceeds the benchmark used for air travel, the reimbursement will not exceed the established benchmark for the air travel from the dedicated points of departure.
- 5.2.9** Payment will be for the actual ticket booked/purchased, no payment shall be made for any outstanding ticket credit remaining with the travel agency. Booking agency and /or cancellation fee is not covered.
- 5.2.10** There is no reimbursement for any air mile points used by the Offeror to book any travel.
- 5.2.11** Payment for personal luggage will be for the first bag only any additional bags will be the responsibility of the Offeror.
- 5.2.12** Any changes after the initial travel is booked such as, but not limited to provider missing flight, flight cancellation, or flight schedule change will be the responsibility of the Offeror. Excess baggage charges will be reimbursed to a maximum of \$50.00 for departing and returning flights provided the excess baggage is a result of transporting dental instruments to and from the scheduled community. For departing and returning flights with connecting flights on different airlines, the maximum will be \$50.00 for each connecting flight. Receipts for excess baggage charges must be included with the Offeror's claim.
- 5.2.13** Indigenous Services Canada will reimburse required travel costs at cost, with no allowance for overhead and/or profit and supported by original receipts, in accordance with the "The National Joint Council Travel Directive" in effect at the time of travel. Cost of transportation is not to exceed the costs that would normally be incurred by FNIHB and travel arrangements are to be made in accordance with terms and conditions for travel herein. The National Joint Council Travel Directive site is available at: <https://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>
- 5.2.14** Upon receipt of a TA for services from FNIHB, the Offeror shall procure the lowest possible flex fare and complete all travel arrangements within a maximum of 24 hours and submit the travel itineraries with the signed TA form
- 5.2.15** Transportation cost from dedicated points of departure to destination shall be reimbursed by FNIHB. The only accepted dedicated points of departure are: Vancouver, Castlegar, Kelowna, British Columbia, Ottawa and Toronto, Ontario, Montreal, Quebec, Calgary and Edmonton, Alberta, Saskatoon and Regina, Saskatchewan, Thompson, The Pas, St. Andrews and Winnipeg, Manitoba. Any costs incurred by the Offeror to get to the acceptable dedicated points of departure are solely the responsibility of the Offeror and will NOT be reimbursed by FNIHB. There will be no allowance for overhead, profit, travel agency fees, and/or consulting fees for travel. Time spent for any type of travel by the Offeror the travel time to and from destination, between two designated points of departure, between two or more communities will not be reimbursed. Exception, when the scheduled returning flight(s) on Fridays with or without connecting flights on different airlines departing after 1800 hrs. from the location of work assigned on the TA from dedicated First Nations communities/locations in Manitoba the Offeror may claim up to \$100.00 per hour to a maximum of 4 hours based on actual flight arrival time at St. Andrews or Winnipeg airports. Confirmation of the flight departure and arrival times must be included with the Offeror's claim, and all other related transportation costs shall be supported by original receipts.
- 5.2.16** As the majority of travel is done by air, the dedicated point of departure is therefore defined as the airport of the named cities as indicated in the above paragraph. In cases where air travel is not an option, the Offeror must obtain authorization from the Project Authority and the cost should not exceed the cost of the closest point of departure on the aforementioned list.
- 5.2.17** Once the travel arrangements have been made, the Offeror shall adhere to the travel arrangements and provide a copy of the itinerary to the respective Project Authority.



- 5.2.18** Aside from reasonable transportation costs, FNIHB will NOT pay for any additional expenses related to travel including but not limited to parking, personal excess luggage, and telephone calls.
- 5.2.19** The Offeror will NOT be reimbursed any professional fee while they are travelling. Time spent for travel by the Offeror to reach the destination point(s) is not paid time.
- 5.2.20** If the Offeror's scheduled Task Authorization community/location becomes unavailable, FNIHB will attempt to schedule an alternate community/location. These situations may be with little notice. The Offeror can accept or decline the alternate community/location. Refusal of an alternate community/location will be considered an Offeror cancellation of the Task Authorization, and the Offeror will not invoice for the declined dates.
- 5.2.21** FNIHB will reimburse travel costs incurred within the community/location for approved oral health education and promotion activities, upon the submission of a receipt. If the Offeror's private vehicle is used, the Offeror will be reimbursed as per the National Joint Council (NJC) kilometer rate. If community transportation is used, a receipt must be submitted.

The link to the NJC kilometer rate is:

<http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a2-eng.php> .

- 5.2.22** For Offerors whose principal residence is outside Winnipeg city limits or outside the province of Manitoba, the Project Authority can determine and authorize a different departure point if deemed appropriate. Such authorization will be in writing.

### **5.3 Travel and Living Expenses: Drive-in Communities/Locations**

- 5.3.1** "Kilometres" from Winnipeg city limits to the communities/locations are noted with the map in Annex "B". Please note that the rate payable in cents per kilometre is inclusive of GST.
- 5.3.2** A rate as per the National Joint Council (NJC) kilometre rate will be paid for travel from Winnipeg city limits or the Offeror's principal residence, whichever is less, as follows:
- On the first day of a weekly assignment to a community/location;
  - On the last day of a weekly assignment to a community/location.
- 5.3.3** A rate as per the National Joint Council (NJC) kilometre rate will be paid for travel from Winnipeg city limits, the Offeror's principal residence, or the approved commercial or ISC accommodation, whichever is less, to the assigned community/location from the second day to the second last day of the weekly assignment to the community/location.
- 5.3.4** A kilometre rate as per the National Joint Council (NJC) will be paid for additional travel at the request and with the authorization of the Project Authority.
- 5.3.5** For Offeror's who principal residence is outside Winnipeg city limits, the Project Authority can determine and authorize a different departure point at a rate as per the National Joint Council (NJC). Kilometre rate will be paid.

### **5.4 Travel and Living Expenses: Fly-in Communities/Locations**

- 5.4.1** Additional or alternate transportation in or to the community/location/facility (e.g. by taxi, vehicle rental, hovercraft, helicopter, skidoo, etc.), if required, will be determined in consultation with the Project Authority and must be preapproved for reimbursement at the Offeror's expense.
- 5.4.2** Offerors must be prepared to overnight at a connecting location due to cancelled flights, or other circumstances where the Offeror cannot continue to the assigned community/location on the day of





departure from St. Andrews, Thompson, The Pas or Winnipeg airports or when returning from the Offeror's scheduled TA community/location to The Pas, Thompson, St. Andrews or Winnipeg airports. Commercial accommodation and taxi will be reimbursed at actual cost, subject to prior approval from the Project Authority.

## 5.5 Accommodations

**5.5.1** FNIHB will provide accommodation to the Offeror at a ISC health facility, if available, at no charge to the Offeror. Accommodations consist of at least a private bedroom for the Offeror with access to a common cooking and leisure area.

**5.5.2** If ISC accommodation is unavailable, the Offeror will arrange and be reimbursed by FNIHB for private or commercial accommodations, subject to prior approval.

**5.5.3** Reimbursement for commercial and private accommodation:

- a) Commercial accommodation for multi-day TA's will be reimbursed at actual cost, subject to prior approval from the Project Authority. A receipt is required for reimbursement of commercial accommodation expenses.
- b) Private accommodation for multi-day TA's will be reimbursed at a maximum of \$50.00 (GST included) per night, subject to prior approval from the Project Authority.

## 5.6 Delays and/or Cancellations

**5.6.1** Fly-in Locations: Delays/cancellations that prevent the Offeror's scheduled arrival at, departure from, or work within the community/location, may be due location circumstances (e.g., inclement weather conditions, natural disasters, etc.) beyond the Project Authority or Offeror's control:

- a) The Offeror must contact the Project Authority (or FNIHB authorized representative) on the delayed travel day **immediately** when a travel delay is realized. Instructions will be provided on course of action for the Offeror.
- b) After hours – leave telephone message on the Project Authority's (or designates) answering machine or send email to the ISC Manitoba Dental email address – [sac.mbdental.isc@canada.ca](mailto:sac.mbdental.isc@canada.ca) describing the travel delay.
- c) The Offeror may claim up to 100% of the Offeror's daily per diem rate for the first day and for subsequent days of delayed travel during the full TA period, and on Saturdays, Sundays, excluding holidays listed in Section 3.1.1

**5.6.2** Other travel delays: If the Offeror working in a drive-in community/location elects not to use approved/available commercial or ISC accommodation in order to travel between his/her permanent residence or alternate accommodation and the community/location on days other than the first and last day of the clinic:

- a) The Offeror will only charge for the hours worked if the clinic hours are reduced due to travel (clinic opening is delayed).
- b) The Offeror will not charge for any days that he/she was unable to work because approved/available commercial or ISC accommodation was not used.
- c) The Offeror will travel at his/her own expense.



## 5.7 Office Trained Dental Auxiliary or Registered Dental Assistant

- a) On-reserve Communities/Locations: For on-reserve communities/locations, an office trained dental auxiliary or registered dental assistant will be paid by the Offeror. Reimbursement will be made for the number of office trained dental auxiliary or registered dental assistant positions approved by the Project Authority for individual communities/locations. Reimbursement will be as specified in Annex "I". The all-inclusive rate includes any and all employer benefit deductions. The Offeror is responsible, as an employer, for all benefit deductions.
- b) The office trained dental auxiliary or registered dental assistant will work the same hours as the dentist except on the first and last day of the clinic when the dentist must travel (on the first day of a clinic the office trained dental auxiliary or registered dental assistant is to have the dental clinic ready and patient appointments booked, and on the last day of a clinic the office trained dental auxiliary or registered dental assistant shall be paid for the hours that are worked that may include clean up time to a maximum of two (2) hours after the dentist departs).
- c) The Offeror may request authorization from the Project Authority for work hours for the office trained dental auxiliary or registered dental assistant when the Offeror is not in the location.
- d) Some locations are rated to have two office trained dental auxiliaries or registered dental assistants.
- e) Reimbursement will be made for the number of dental assistant positions approved by the Project Authority for individual communities/locations. Reimbursement will be to a maximum all-inclusive rate of \$190.00 per day (based on the same hours as the Offeror working at the community facility). Records of the days and hours worked must be maintained and a receipt and pay information issued. The all-inclusive rate includes any and all employer benefit deductions. The Offeror is responsible, as an employer, for benefit deductions. The Offeror will deduct the cost of eligible benefits from the employee and submit them to the Canada Revenue Agency. In addition, the Offeror may claim for holiday pay for the office trained dental auxiliary and/or registered dental assistant as employees of the Offeror. Manitoba Employment Standards should be consulted in order to comply with legislated requirements. For purposes of this SOA, there are thirteen (13) "general holidays" for the period of this contract (see SOW 3.1.1 for a list of general holidays that are recognized under this SOA). In addition, Employment Insurance (EI) deductions must be made and submitted for each office trained dental auxiliary and/or Registered Dental Assistant based on days employed by the Offeror.

## 6.0 Applicable Documents

### 6.1 Regional Documents

- *"Community Dental Inventory Report"*: List of all dental and office equipment including equipment asset numbers and serial numbers and other resources in the dental facility.
- *"Community Tracking Report for Incomplete Procedures"*: Record of multiple dental appointments, procedures started, in progress, completed or terminated.
- *"Field Dental Referrals Reports"*: Confirmation report of referral appointment and completion dates.





- “*Dental Chart Correction Request*”: Provider required to correct client information on the community Dental Chart (e.g. client name, date of birth, client status number, etc.).
- “*Dental Services Daily Record (DSDR) Correction Request*”: Provider required corrections on the DSDR (e.g. improper tooth identification, tooth surfaces missing, procedure code missing or invalid, information illegible, etc.).
- “*Task Authorization*”: Confirms the monthly utilization of an Offeror's services (e.g. clinic days per community/location requirement). Annex H
- “*FNIHB SOA Dentist Statement of Services and Program Expenses Summary Report*”: Detailed record of the Offeror's services and the program expenses.

## 6.2 Dental Clinic Documents

- “*Community Dental Record Book*” (CDRB): Information including program directories, procedure codes, lists of referrals, predetermination, lab work, and class lists.
- “*Dental Services Daily Record*” (DSDR): Daily record of clients seen and dental procedures performed, other services provided, and other time coding.
- “*Dental Field Guide*”: Community dental field guide with the procedures and guidelines for the administration and operation of an FNIHB dental clinic.
- “*Dental Clinic Monitoring Record Book*”: Used to record the steam sterilizer daily results, bi-weekly (every two weeks) waterline quality results, radiographic quality control results and dental LED curing light monthly results.
- “*Transportation of Hazardous Dental Waste Products by Road or Winter Road*”: Instructions for documenting, packaging and transporting hazardous dental waste products by road or winter road.
- “*FNIHB Dentist Supplies List*”: Standardized supply list.
- “*Dentist Supplies Request Form*”: Form used to order dental clinic supplies. Annex F
- “*Equipment and Resources Confirmation Report*”: Form completed by the Offeror to confirm the presence and condition of FNIHB dental clinic equipment and resources
- “*Field Dental Referral*” form: Form used to request approval for referral of a client to a dental specialist.
- “*Health History for Pediatric Dental Treatment—In Office*” form: Form used to provide health history for pediatric clients where the treatment is scheduled for a dentist office (not requiring dental surgery under General Anaesthetic).
- “*Pre-operative Health History and Physical Assessment for Dental Surgery*” form: Form used to provide essential health history of a pediatric client scheduled for treatment at a hospital or surgical centre (requiring dental surgery under General Anaesthetic).



- “*FNIHB Dental Clinic and Equipment Problems*” form: Form used to notify the RDU of any clinic or dental equipment problems.
- “*Government Bill of Lading*” (*GBL*): Form used to ship equipment and other large items. It is a generic form recognized by different freight carriers.
- “*Incident Report*” form: Form used to report adverse situations in the clinic or community affecting the Offeror or dental program.
- “*Material Safety Data Sheets*”, *FNIHB Dental Clinics, April 2013* (or as updated): Material safety data sheets for dental supplies (binder).
- Procedure Codes - *NIHB Regional Dental Benefit Grid, General Practitioners*: List of the NIHB Dental Program dental procedures, fees and allowable frequencies.
- Program Codes for FNIHB Regional Dental Program and Dentists.
- “*NIHB Dent-29*” form: Used to claim payment for laboratory charges and to request predetermination of dental procedures in Schedule B of the *NIHB Regional Dental Benefit Grid*.
- “*Office Trained Dental Auxiliary or Registered Dental Assistant (receipt and payment information)*” form. Format when claiming assistant reimbursement expenses.
- “*Reason for Shipping Dental Equipment*” form: Form to be enclosed with all dental equipment shipped from the dental clinic to the RDU warehouse.
- “*Weekly Dental Appointment Schedule Book*”: Used to schedule client dental appointments.

### 6.3 Offeror Documents

- *Offeror: “Bi-Monthly Invoice Claim”*: Format for Offeror invoices to claim per diem and reimbursement of expenses for office trained dental auxiliary and/or registered dental assistant, travel, accommodation, and miscellaneous expenses (if applicable).
- *Offeror: “Weekly Expense Summary of Offeror Invoices”* Format for Offeror claim.
- *Offeror: “Supply Reimbursement”*: Format for Offeror invoices to claim reimbursement of approved dental supplies.

### Glossary: Relevant Acronyms and Terms

#### Relevant Acronyms:

DSDR: Dental Services Daily Record

FNIHB: First Nations and Inuit Health Branch, Regional Dental Unit (unless otherwise specified)

ISC: Indigenous Services Canada

NIC: Nurse-In-Charge

NIHB: Non-Insured Health Benefits



RDU: Regional Dental Unit  
SOA: Standing Offer Agreement  
TA: Task Authorization

**Terms:**

- **Banking hours:** Working additional hours in a day to take time off on another day. Not allowable under this contract.
- **Call-Up Against a Standing Offer:** An order issued under the authority of a duly authorized user against a particular Standing Offer. Communication of a Call-Up against a SOA to the Offeror constitutes acceptance of the SOA to the extent of the goods, services, or both, being ordered and causes a contract to come into effect. The parties to the contract that comes into effect when a Call-Up against a standing offer is made are Canada, as represented by the Minister of Public Works and Government Services and the Offeror. Issuance of a Call-Up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Authorized Users and the Offeror for the goods, services or both described in the Call-Up.
- **Deliverables:** Refers to that which the Offeror is expected to provide as described in the Standing Offer Agreement.
- **Dental Therapist:** Dental provider employed by ISC to provide routine dental services and oral health promotion and preventive programs in a First Nations community.
- **Express Scripts Canada (ESC):** NIHB Dental Program payment organization (formerly ESI Canada).
- **Health Centre:** Health care facility where public health programs are provided for the community.
- **Manitoba Dental Association:** Dental organization representing Manitoba dentists.
- **Mean Daily Productivity:** The Offeror's productivity per work day excluding travel time and time lost due to equipment problems, facility problems and inclement weather conditions.
- **Milestones:** Refers to a significant stage during the contract when the Offeror is expected to fulfil a condition of the SOA.
- **NIHB Medical Transportation Unit:** Refers to the unit in the Manitoba regional office that assists clients to access eligible NIHB medical benefits off reserve by facilitating transportation and lodging for the clients.
- **NIHB Dental Benefit Grid:** List of current NIHB eligible dental services and fees for general dentists and dental specialists. There are separate grids for each province.
- **Non-Insured Health Benefit (NIHB) program:** The government program encompassing non-insured health care benefits to First Nations and Inuit members registered for NIHB benefits.
- **Nursing Station:** Health care facility where primary health care services and public health programs are provided for the community.
- **Nurse-In-Charge (NIC):** Responsible for administration and day-to-day operations of the health facility.
- **Offeror:** The party that makes the offer. The person or entity whose name appears on the signature page of the Standing Offer Agreement and who offers to provide goods, services or both to Authorized Users under the Standing Offer.



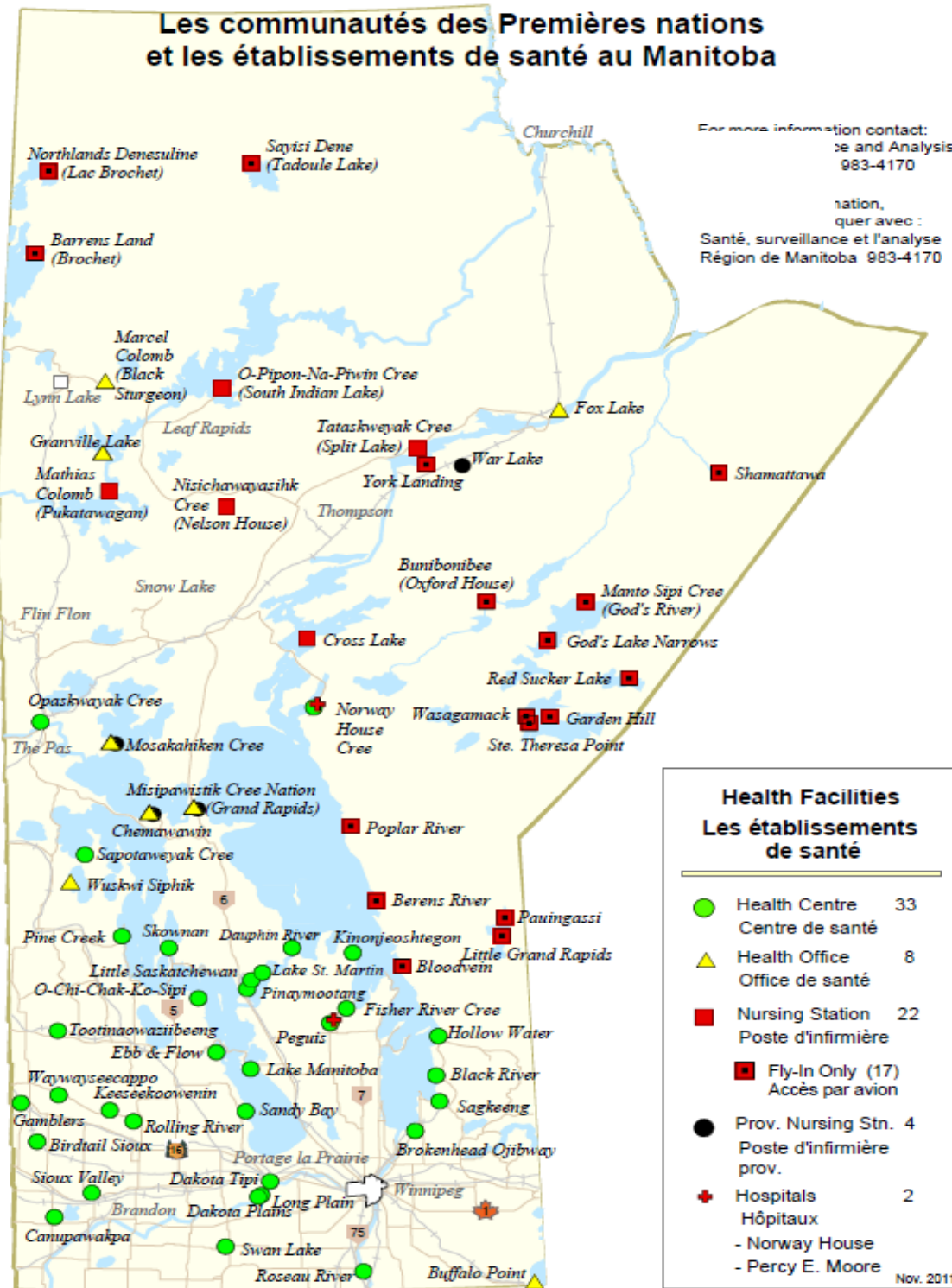
- **Per Diem Rate:** Daily rate of payment for service. A time rate whereby the Offeror is paid a fixed rate inclusive of payroll and overhead cost and profit, for each normal working day as defined in the Standing Offer Agreement.
- **Preauthorization:** Process to apply for authorization or approval from the Standing Offer Authority.
- **Predetermination:** Process to request approval to provide NIHB Schedule B dental service.
- **Project Authority:** Responsible for all matters concerning the technical content of the work under this contract.
- **Prorating:** Refers to the process of adjusting the per diem rate on the Offeror's claim according to the proportion of a day worked.
- **Region:** Refers to a Indigenous Services Canada administrative geographic area such as the Province of Manitoba that is known as Manitoba Region.
- **Regional Dental Unit (RDU):** Dental Program administration section for FNIHB Manitoba Region based in Winnipeg.
- **Registered Dental Assistant:** Refers to a certified dental assistant.
- **Office Trained Dental Auxiliary:** Not licensed and cannot provide any restricted dental assistant activities.
- **Standing Offer:** An offer from a supplier to provide goods and/or services to clients at prearranged prices or pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis. A separate contract is entered into each time a Call-Up is made against a SOA. When a Call-Up is made, the terms and conditions are already in place and acceptance by Canada if the supplier's offer is unconditional. Canada's liability is limited to the actual value of the Call-Ups made within the period specified in the SOA.
- **Standing Offer Authority:** Means the person designated as such in the SOA, or by notice to the Offeror, to act as the representative of Canada in the management of the standing offer. The Standing Offer Authority will issue a document called "Project and Call-Up Authority" to authorize identified users to make Call-Ups against the Standing Offer Agreement and to notify the Offeror that authority to make Call-Ups against the standing offer has been given to identified users.
- **Task Authorization:** Process initiated by FNIHB to confirm the schedule of an Offeror for a set number of days in a month and the community/location assignment.



### ANNEX "B" MAP OF COMMUNITIES / LOCATIONS

## Manitoba First Nations Communities and Health Facilities

### Les communautés des Premières nations et les établissements de santé au Manitoba





<b>Drive-In Locations Travel KMs (one-way)</b>		<i>Source: NIHB Travel Rates &amp; KM March, 2019</i>	
<b>Location</b>	<b>KM</b>	<b>Location</b>	<b>KM</b>
Fisher River to Winnipeg	218	Peguis to Winnipeg	170
Kinonjeoshtegon (Jackhead) to Winnipeg	269	Sandy Bay to Winnipeg	186
Lake Manitoba to Winnipeg	206		
<b>Estimated First Nations Population (On Reserve)</b>		<i>As of June 2019</i>	
<b>Community / Band Name</b>		<b>Total</b>	
Fisher River		2,002	
Kinonjeoshtegon (Jackhead)		367	
Lake Manitoba to Winnipeg		1,287	
Peguis		3,690	
Barren Lands (Brochet)		522	
Berens River		2,209	
Bunibonibee (Oxford House)		2,603	
Bloodvein		1,183	
Cross Lake		6,359	
Garden Hill		4,079	
Gods Lake		1542	
Little Grand Rapids		1,363	
Manto Sipi (God's River)		826	
Mathias Colomb (Pukatawagan)		2,533	
Nisichawayasihk (Nelson House)		3,146	
Northlands (Lac Brochet)		947	
Norway House		6,421	
O-Pipon-Na-Piwin (South Indian Lake)		1,131	
Paungassi		621	
Popular River		1,337	
Red Sucker Lake		996	
Sandy Bay		4,198	
Sayisi Dene (Tadoule Lake)		319	
Shamattawa		1,462	
St Theresa Point		4,039	
Tataskweyak (Split Lake)		2,479	
Wasagamack		1,619	
York Factory		478	

**1.0 Location of Work, Work Site and Delivery Point**

- a) The work will be completed in the community/location facilities (for example, health centres, nursing stations or schools) or locations as required for meetings, orientation sessions, consultations, oral health education and promotion activities, and special projects related to the FNIHB dental program, Manitoba Region.
- b) A list of current drive-in and fly-in communities/locations is shown in Tables 3 and 4. Communities/ locations may be added or deleted according to their requirement for dental service or as determined by the Project Authority at any time during the SOA. Refer to the map in Annex B for the location of these communities.

<b>Table 3: Drive-in Communities/Locations (subject to change)</b>	
Fisher River*	Lake Manitoba
Kinonjeoshtegon (Jackhead)* Note: This community is offered in conjunction with Fisher River, and forms part of the Task Authorization for Fisher River.	Peguis* Sandy Bay

\* These communities/locations are offered with accommodation based in Hodgson, Manitoba.

<b>Table 4: Fly-in Communities/Locations (subject to change)</b>		
Barren Land (Brochet)	Manto Sipi (God's River)	Red Sucker Lake
Berens River	Mathias Colomb (Pukatawagan)	Sayisi Dene (Tadoule Lake)
Bloodvein	Nisichawayasihk (Nelson House)	Shamattawa
Bunibonibee (Oxford House)	Northlands (Lac Brochet)	St. Theresa Point
Cross Lake	Norway House	Tataskweyak (Split Lake)
Garden Hill	O-Pipon-Na-Piwin (South Indian Lake)	Wasagamack
God's Lake Narrows	Pauingassi	York Landing
Little Grand Rapids	Poplar River	





**ANNEX "C"**  
**AVAILABILITY SCHEDULE / CALENDAR**

**Table 1: Offeror Availability Schedule - Submission Timelines**

Instructions: If the dates of the last week of the month bridge over two months, "Scheduling for month" will include the dates into the subsequent month. For example, for May 2022, the last week begins on May 30; Tuesday is May 31, Wednesday is June 1, Thursday is June 2, Friday is June 3. The June 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> date are to be included in the week beginning May 30 availability submission.

Scheduling for month:	Offeror to submit availability schedule by:	FNIHB confirmation via Task Authorization by:	Offeror to submit signed Task Authorization by:
April 2022	With 2022/23 signed contract	On receipt of signed contract	On receipt of signed contract
May 2022	April 4, 2022	April 8, 2022	April 11, 2022
June 2022	May 2, 2022	May 6, 2022	May 9, 2022
July 2022	June 1, 2022p	June 6, 2022	June 13, 2022
August 2022	July 4, 2022	July 8, 2022	July 11, 2022
September 2022	August 2, 2022	August 5, 2022	August 8, 2022
October 2022	September 1, 2022	September 7, 2022	September 12, 2022
November 2022	October 3, 2022	October 7, 2022	October 11, 2022
December 2022	November 1, 2022	November 7, 2022	November 14, 2022
January 2023	December 1, 2022	December 7, 2022	December 12, 2022
February 2023	January 3, 2023	January 6, 2023	January 09, 2023
March 2023	February 1, 2023	February 8, 2023	February 13, 2023

**Availability Proposal**

Indicate the **days** the Bidder will be available from April 1, 2022 to March 31, 2023 on the following calendar months by placing a **X** through each day (box) available to work, excluding **shaded** boxes which are Saturdays, Sundays, Government holidays and dental clinic closure dates. Days indicated should most reasonably approximate both the amount of time and the actual available weeks for the year. FNIHB understands that the actual days may be an estimate, with availability schedules being provided regularly as noted in Table 1 above for budget calculations, an estimate of your maximum available number of days is required.

For most communities / locations the service week is a Monday to Friday.

Note: **shaded** dates (boxes) are holidays or no service date.

Place a **X** through each day (box) available to work.

*The Offeror is required to submit an update of his or her schedule availability days quarterly for budget purposes.*





**April 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**May 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**June 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**July 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**August 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**September 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Note: shaded dates (boxes) are weekends, holidays or no service date(s)

Place a X through each day (box) available to work



**October 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**November 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**December 1, 2022**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**January 1, 2023**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**February 1, 2023**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

**March 1, 2023**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

*Note: shaded dates (boxes) are weekends, holidays or no service date(s)*

*Place a X through each day (box) available to work*



**ANNEX "D"  
PER DIEM RATES**

**Contract Payment Schedule: Daily Per Diem Rate of Payment**

Total per diem rate: all inclusive for services provided. For the satisfactory provision of services arising from a "Task Authorization," the Offeror will be paid in accordance with the following daily fixed per diem rate basis of payment: All-inclusive per diem rate (includes travel and meals), based on an eight (8) hour day normally between the hours of either 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. consisting of a seven (7) hour workday and a one (1) hour break between 12:00 p.m. and 1:00 p.m. unless otherwise specified by the Project Authority. The per diem rates may be prorated according to the terms of this SOA on individual days when the Offeror reduces the level of service.

If option periods are exercised in this SOA, a new daily per diem rate of payment will be established for each option period.

Offerors with a previous Dentist Service Contract with FNIHB who have provided no services under the previous year contract and/or SOA will be offered the Level 1 per diem.

	Fixed Per Diem Rates	
	Level	Amount
1. A First-time Offeror will be offered the level 1 per diem rate.	1	\$1,275.00
2. <b>An Offeror with a 2021/22 Dentist Service Contract with FNIHB, Manitoba Region, providing 39 or less days of service up from April 1, 2021 to January 31, 2022:</b> will be offered the same per diem rate level as in the 2021/22 contract, reviewed against d., e., and f. below.	2	\$1,300.00
	3	\$1,325.00
3. <b>An Offeror with a 2021/22 Dentist Service Contract with FNIHB, Manitoba Region, providing a minimum of 40 days of service up from April 1, 2021 to January 31, 2022:</b> will be offered a per diem rate level based on the Offeror's mean daily productivity relative to the Offeror's 2021/22 contract per diem rate level during the review period of <b>April 1, 2021 to January 31, 2022</b> , reviewed against a., b., c., d., e., and f. below. If the Offeror started a contract or only provided availability after <b>January 31, 2022</b> , the contractor will remain at the same Level as the 2021/22 contract.	4	\$1,350.00
	5	\$1,375.00
	6	\$1,400.00
	7	\$1,425.00
	8	\$1,450.00
	9	\$1,475.00
	10	\$1,500.00
a. An Offeror with a mean daily productivity of <b>125%</b> or more of the 2021/22 contract per diem rate level will be offered a per diem rate level two levels higher than the Offeror's 2021/22 contract per diem rate level.	11	\$1,525.00
b. An Offeror with a mean daily productivity between <b>90%</b> and <b>124%</b> of the 2021/22 contract per diem rate level will be offered a per diem rate level one level higher than the Offeror's 2021/22 per diem rate level.	12	\$1,550.00
c. An Offeror with a mean daily productivity between <b>68%</b> and <b>89%</b> of the 2021/22 contract per diem rate level will be offered the same per diem rate level as the Contractor's 2021/22 per diem rate level.	13	\$1,575.00
d. An Offeror with a mean daily productivity between <b>55%</b> and <b>67%</b> of the 2021/22 contract per diem rate level will be offered a per diem rate level one level lower than the Offeror's 2021/22 contract per diem rate level.		



<p>e. An Offeror with a mean daily productivity of <b>54%</b> or lower of the <b>2021/22</b> contract per diem rate level will be offered the Level 1 per diem rate.</p> <p>f. An Offeror at the Level 1 – <b>2021/22</b> contract per diem rate with a mean daily productivity of <b>54%</b> or less than the Level 1 contract per diem rate level for more than 1 year and continues at less than <b>54%</b> of the Level 1 rate, the Offeror may be offered a per diem rate at a lower rate than Level 1 or may not be offered a future SOA.</p>	Fixed Per Diem Rates	
	Level	Amount
	14	\$1,600.00
	15	\$1,625.00
	16	\$1,650.00
	17	\$1,675.00
	18	\$1,700.00
	19	\$1,725.00
	20	\$1,750.00
	21	\$1,775.00
	Level 21 is the maximum fixed per diem rate offered irrespective of a. and b.	

**Example: An Offeror with a 2021/22 Dentist Service Contract with FNIHB, Manitoba Region, providing a minimum of 40 days of service up from April 1, 2021 to January 31, 2022:**

- An Offeror at Level 9 of the 2021/22 contract per diem rate level received \$1,425.00 per day.
- The Offeror has a mean daily productivity of \$1,360.00 per day for the review period April 1, 2021 to January 31, 2022.
- The percentage is 94% (1,360 divided by 1,450 x 100%).
- The Offeror would be offered a one Level increase in the per diem 2022/23 contract to Level 10 or \$1,500.00 per day.



**ANNEX "E"  
DENTAL EQUIPMENT, INSTRUMENTS, ACCESSORIES**

**Standard FNIHB Dental Clinic Equipment, Accessories and Non-consumable Dental Supplies**

FNIHB provides the following dental equipment, accessories and non-consumable dental supplies in each dental clinic for use by the Offeror:

• Dental Air Compressor	• Portable Adec Dental Cart or Fixed Dental Unit
• Patient Dental Chair and Overhead Dental Light	• Dentist and Assistant Stools
• Mobile Dental Instrument Storage Cart*	• Belmont Dental X-Ray Unit
• Lead Apron	• Peri-Pro III Radiographic Film Processor
• X-ray Viewer	• Ultrasonic Cleaner
• Steam Sterilizer – Midmark M9	• Sci-Can Spore Incubator Tester
• Water Distiller - Aquastat	• ELine Waterline Incubator Tester
• Amalgamator - Promix	• Epilar Deep Cure-S LED Cordless Curing Light
• Electric Pulp Tester	• LED Radiometer (LED light intensity tester)
• Touch & Heat Carrier for Endodontics	• Cavitron SPS Ultrasonic Scaler
• Apex Locator	• Oxygen Tank, Regulator and Masks
• Dentsply X-smart IQ Cordless Endodontic Handpiece*	• Olympic Papoose Board (pedo wrap)
• Dentsply Gutta-Smart Cordless Obturation System*	• Amalgam Separator, Central Suction Vacuum System*
• Dentsply Obturation Oven*	• Amalgam Separator, Portable (provided for clinics without central suction vacuum)*
• Endo iPad*	• Vibrator for Stone Models
• Gendex Intraoral Sensor 1 & 2*	• Model Trimmer*
• Intraoral Laptop*	• Lathe*
• Mini Fridge*	• Dental Lab Drill - Dremel*
• Blood Pressure Monitor	• Infrared Forehead Thermometer
*Not available in all clinics	

- Kavo **MultiFlex Lux 465 LRN fibre optic handpiece coupler** for high speed handpiece (a minimum of one per dental chair/dental clinic)
- Kavo **181H Intra Lux slow speed handpiece motor** (a minimum of two per dental chair/dental clinic)

**Dental Supplies:** Dental supplies needed to provide basic dental treatment are kept in stock in the dental clinic. The Offeror is responsible for ordering the necessary dental supplies to maintain the dental supply inventory. Dental supplies are selected from the FNIHB *Dentist Supply List* and preauthorized by FNIHB prior to ordering from the supply company.

**Dental Instruments, Handpieces and Accessories and Dental Equipment Provided by the Offeror**

The Offeror will provide all dental instruments, handpieces and accessories that can be reasonably transported to the community/location. **It is suggested that the Offeror have a minimum of three sets of restorative instruments and a minimum of two sets of oral surgical instruments. This list is intended as a guide only and is not all inclusive.**

**The Offeror must have the capacity to sterilize instruments, handpieces, etc. prior to arrival in the community.**

<b>DENTAL INSTRUMENTS</b>	
<b>Examination</b>	Mirrors, explorers, cotton pliers, film holders
<b>Periodontal</b>	Periodontal probes, perio explorers, scalers, curettes, sharpening stones
<b>Restorative</b>	Composite placement instruments, resin plugger/condenser, amalgam carriers, amalgam well, amalgam carvers, amalgam pluggers, burnishers, margin trimmers, hatchets, chisels, matrix band retainers, other matrix systems, plastic filling instruments, cement spatulas, liner applicators, spoon excavators, articulating paper forceps, contouring and crimping pliers, band seaters and removers, crown and collar scissors, pin binder, mandrels for pop-on discs, bur blocks, wire brushes, crown removers, cord packer, liquid dropper, mixing well
<b>Rubber dam accessories</b>	Frames, punch, forceps and clamps
<b>Anaesthesia</b>	Anaesthetic syringes
<b>Oral Surgical</b>	Forceps, elevators, retractors, scalpel handles, periosteal elevators, bone files, rongeurs, surgical curettes, needle driver and surgical scissors
<b>Endodontic</b>	File measuring gauge, endo explorer, endo spoon excavator, endo pliers, heat carrier hand instrument, endo pluggers, endo organizer kit
<b>Dentures</b>	Plaster knife, wax spatula, trowel, Fox plane, Kinsley scrapers, utility knife, clasp adjustment pliers, portable lab drill ( <i>including burs and attachments</i> )
<b>Burs &amp; Diamonds</b>	FG and LA operative, finishing and polishing, surgical, lab, porcelain polishing kit
<b>ACCESSORIES</b>	
<b>Accessories</b>	Shade guides (composite, crowns, dentures), sharpening guide and stone, x-ray film holders and composite compule gun
<b>HANDPIECES</b>	
<b>Handpieces</b>	Fibre optic highspeed handpiece <i>compatible with Kavo MultiFlex Lux 465 LRN fibre optic handpiece coupler</i> Slow speed contra angle/shank with head <i>compatible with Kavo 181H Intra Lux slow speed handpiece motor</i> , and straight attachment to fit Kavo motor
<b>DENTAL EQUIPMENT</b>	
<b>Sterilizer</b>	Steam Sterilizer



ANNEX "F"
SUPPLY REIMBURSEMENT

Email To: sac.nihbp2pinvoices-facturesssnap2p.isc@canada.ca

Invoice # \_\_\_\_\_

Offeror: Supply Reimbursement

Form with fields for Name, Address, Call-up Reference Number, Indigenous Services Canada Vendor Number, and a checkbox for GST registration.

Location of Work: \_\_\_\_\_

Table with columns: Supplier Name, Supplier Invoice Reference #, Total Column. Includes a header row and a total row at the bottom.

I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue identifier, and that it is correct and complete, and fully discloses the identification of the Offeror.

Signature of Claimant (Offeror)

Date: / / Year Month Day



**ANNEX "G"**  
**EQUIPMENT RESOURCE CONFIRMATION REPORT**

Field Dental Clinic Location: \_\_\_\_\_ Clinic Dates: \_\_\_\_\_

Indicate whether the dental equipment and dental program resources listed below are present and whether the dental equipment is functional and/or needs repair. Submit this list to the Regional Dental Unit with your Dental Services Daily Records. If repair is needed, describe the problem on page 2 of this form. If there is an urgent equipment concern, contact the Regional Dental Unit immediately.

Equipment	Present Y	Functional Y	Needs Repair Y	Equipment	Present Y	Functional Y	Needs Repair Y		
								1	Air compressor
2	Dental Unit – Adec Pac 1 (portable) or Adec Radius Delivery System (chair mounted)				20	Gutta-Smart Cordless Obturation System - Dentsply			
					21	Obturation Oven - Dentsply			
3	Blood pressure monitor				22	Electric pulp vitality tester			
4	Patient dental chair				23	Apex locator with accessories			
5	Overhead patient dental light				24	Touch & Heat carrier for endodontics			
6	Dentist stool				25	Oxygen tank, regulator and masks			
7	Assistant stool				26	Olympic papoose board (pedo wrap)			
8	Mobile dental storage cart(s)				27	Sci-Can incubator (spore tester)			
9	Intra-oral dental x-ray unit				28	ELine water incubator (waterline tester)			
10	Lead apron				29	Epilar Deep Cure-S LED cordless curing light			
11	Peri-Pro III radiographic film processor				30	LED Radiometer (LED light intensity tester)			
12	X-ray viewer (portable)				31	Amalgam separator – portable			
13	Torch				32	Central suction vacuum pump with amalgam separator – plumbed			
14	Ultrasonic cleaner								
15	Cavitron ultrasonic scaler				33	Vibrator for stone models			
16	Amalgamator - Promix				34	Model trimmer			
17	Water distiller - Aquastat				35	Lathe			
18	Steam sterilizer – Midmark M9				36	Dental lab drill - Dremel			

Handpieces	Serial #	Functional Y	Needs repair Y
Kavo MULTiflex Lux 465 LRN coupling high speed – 1 high speed motor per dental chair	1.		
	2.		
Kavo INTRAmatic L slow speed handpiece motor – 2 slow speed motors per dental chair	1.		
	2.		
	3.		
	4.		

Program Resources	Present Y	In Use Y	Program Resources	Present Y
Community Dental Record Book			Drug information handbook for dentistry. Lexi-Comp	
Weekly Dental Appointment Schedule book			The little dental drug booklet. Handbook of commonly used dental medication. Jacobsen, PL. Lexi-Comp	
Dental Field Guide – FNIHB Manitoba			Dental Equipment Manuals – Blue Binder	
Material Safety Data Sheets – Red Binder			Dental Clinic Monitoring Record Book – Green Coiled Book	

Comments:

\_\_\_\_\_





Dentist's Name: \_\_\_\_\_

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

**Detailed Description of Dental Equipment Problem or Concern(s)**

Location:	Dentist:	Date:
Equipment (description model/make):		
Indigenous Services Canada Asset #:		Serial #:
Description of dental equipment or concern:		

Location:	Dentist:	Date:
Equipment (description model/make):		
Indigenous Services Canada Asset #:		Serial #:



**ANNEX "H"  
TASK AUTHORIZATION (TA)**

**Task Authorization for Dental Services**

**First Nations and Inuit Health Branch**

Regional Dental Unit

300-391 York Ave., Winnipeg, Manitoba R3C 4W1

Tel.: 1-866-908-9320 (Toll Free)

Fax: (204) 984-5798 or 1-866-907-2402 (Toll Free)

Email: [sac.mbdental.isc@canada.ca](mailto:sac.mbdental.isc@canada.ca)

1.0 SOA / Call- Up Information			
<b>Offeror Name:</b>			
<b>SOA / Call -Up Reference Number:</b>			
<b>Vendor Number:</b>			
<b>Task Authorization Number:</b>		<b>Task Authorization Amendment Number:</b>	

**Start of the Work for a Task Authorization:** The Work cannot commence until a Task Authorization has been issued & authorized in accordance with the Standing Offer Agreement.

2.0 Task Authorization Requirement		
Dates of Service	Location of Work	Per Diem Rate
		\$
		\$
		\$
		\$
		\$

3.0 Approvals		
	FNIHB Project Authority (or Designate)	Dentist (the Offeror)
<b>Name</b>		
<b>Signature</b>		
<b>Date</b>		



**ANNEX "I"  
INVOICE TEMPLATES**

**Offeror Bi-Monthly Invoice to Indigenous Services Canada, FNIHB**

Email to: [sac.nihbp2pinvoices-facturesssnap2p.isc@canada.ca](mailto:sac.nihbp2pinvoices-facturesssnap2p.isc@canada.ca)

Invoice # \_\_\_\_\_

<b>Name:</b>		<b>Call-Up Reference Number:</b>
<b>Address:</b>		<b>Vendor Number:</b>
<i>Please print both as shown on SOA</i>		<input type="checkbox"/> I certify that I am not registered to collect GST or provide your Goods and Services Tax (GST/HST) Registration Number:

Dates Worked:	Location of Work:
Dates Worked:	Location of Work:
Dates Worked:	Location of Work:
Dates Worked:	Location of Work:
Dates Worked:	Location of Work:

<b>Non-Travel Expenses:</b> Dentist Services & Office Trained Dental Auxiliary and/or Registered Dental Assistant	Financial Code: A51510-54622-Q00P	CDO: 9290	\$
<b>Travel Expenses:</b> Accommodation	Financial Code: A51510-52213-Q01A	CDO: 9290	\$
<b>Travel Expenses:</b> Mileage	Financial Code: A51510-52206-Q01A	CDO: 9290	\$
<b>Travel Expenses:</b> Air Travel	Financial Code: A51510-52201-Q01A	CDO: 9290	\$
<b>Travel Expenses:</b> Taxi	Financial Code: A51510-52205-Q01A	CDO: 9290	\$
<b>Travel Expenses:</b> Miscellaneous Expenses	Financial Code: A51510-52210-Q01A	CDO: 9290	\$
<b>Total Expenses</b>			\$

I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue identifier, and that is correct and complete, and fully discloses the identification of the Contractor.

\_\_\_\_\_  
Signature of Claimant (Offeror)

Date: \_\_\_\_\_  
Year / Month / Day



**Offeror Weekly Expense Summary**

Email To: [sac.nihbp2pinvoices-facturesssnap2p.isc@canada.ca](mailto:sac.nihbp2pinvoices-facturesssnap2p.isc@canada.ca)

<b>Name</b>		Call-Up Number :	
	<b>Address</b>		Vendor Number :
	<b>Please print both as shown on SOA</b>		

<b>Dentist Services</b>				Total Column
Location of Work:		Dates Worked:		\$
Number of Days:		Per Diem: \$		
<b>Office Trained Dental Auxiliary and/or Registered Dental Assistant (receipt and pay information attached)</b>				\$
Dates Worked:	Assistant #1	Assistant #2	Assistant #3	
Total Assistant Services including benefit costs. The total cannot exceed \$190.00 per day per assistant, actual costs only.	\$	\$	\$	
<b>Sub-total for NON-TRAVEL Expenses</b>				\$
Financial code: A51510-54622-Q00P CDO: 9290				
<b>Travel Expenses</b>				
Accommodation: ____ nights <input type="checkbox"/> Private <input type="checkbox"/> Commercial (receipt attached) Financial code: A51510-52213-Q01A CDO: 9290				\$
Mileage : ____ kilometres at \$ ____ per kilometre (Treasury Board current rate) Financial code: A51510-52206- Q01A CDO: 9290				\$
Air Travel (Flight cost only) (receipt and boarding passes attached) (for authorized air travel reimbursement) Financial code: A51510-52201- Q01A CDO: 9290				\$
Taxi (Land only) (receipt attached) Financial code: A51510-52205- Q01A CDO: 9290				\$
Miscellaneous Expenses (e.g. equipment repair, water taxi, etc.) (receipt attached, as applicable) Financial code: A51510-52210- Q01A CDO: 9290				\$
<b>Sub-total for TRAVEL Expenses</b>				\$

<b>Total Non-travel and Travel expenses</b>	\$
---	----

I certify that I have examined the information contained in this weekly expense summary, including the legal name, address and Canada Revenue identifier, and that it is correct and complete, and fully discloses the identification of the Offeror.

\_\_\_\_\_  
Signature of Claimant (Offeror)

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Year Month Day



## ANNEX "J" BASIS OF PAYMENT

### 1.0 BASIS OF PAYMENT

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

Payment for services rendered will be made by Canada to the Offeror on bi-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 SOA and the number of person days expended, and the certificate of the Project Authority that the invoice is true and exact and that the Offeror has during the period covered by the invoice proceeded with the performance of the Work.

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

### 1.1 Ceiling Price

The Offeror will be paid its costs reasonably and properly incurred in the performance of the Work under the Call-Up, to the ceiling price specified in the Call-Up, which will be established in accordance with Annex D, Per Diem Rates. Customs duties are included, and Applicable Taxes are extra.

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

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 Offeror agrees to remit to Canada Revenue Agency any GST or HST paid or due.

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 Offeror will be authorized or paid to the Offeror unless such changes, modifications or interpretations have been approved in writing by the Standing Offer Authority prior to their incorporation into the Work. The Offeror is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Standing Offer Authority. The Offeror 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 SOA expiry date, or
- if the Offeror 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 Offeror 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.



## 2.0 PRICE BREAKDOWN

### 2.1 PROFESSIONAL SERVICES

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

For the professional services of Dr. \_\_\_\_\_, an all-inclusive fixed per diem rate (including meals and incidentals) of \$ \_\_\_\_\_, will be paid.

Reimbursement for an Office Trained Dental Auxiliary and/or Registered Dental Assistant on-reserve will be reimbursed at a maximum all-inclusive rate of \$190.00 per day (based on actual costs).

### 3.0 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 Offeror 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).

Estimate travel and living expenses (inclusive of GST/HST) \$ \_\_\_\_\_

For additional Travel and Living Expenses see Statement of Work, section 5.0

### 4.0 Supplies

For the reimbursement of preauthorized dental supplies and the cost of shipping purchased for use in the assigned location, inclusive of all applicable taxes, upon submission of an original invoice. Reimbursement for authorized supplies are to be submitted separately from per diem invoices.

The Offeror must submit invoices for approved supplies for reimbursement within **15 working days** of the date of invoice.

Dental Services are exempt from the Goods and Services Tax (GST); however, the GST may be applicable on certain sundry and consumables. Accordingly, GST to the extent applicable will be incorporated and added to invoices and claims for payment.

### 5.0 MISCELLANEOUS EXPENSES

Subject to the prior authorization of the Project Authority, miscellaneous expenses incurred in the performance of the work will be reimbursed at cost with no allowance for overhead costs and profit. All expenses must be prior approved by the Project Authority in order to be reimbursed.



**ANNEX "K"  
BIDDER INFORMATION AND REFERENCE**

**BIDDER INFORMATION:**

<b>Name (individual or corporation). If an individual, this must be a legal name, such as listed on a driver's license.</b>	
<b>Mailing address (individual or corporation) Principal Address;</b>	
Address Number:	
Street Address:	
City, Province:	
Postal Code:	
Street / Courier Delivery Address, if different from above mailing address:	
Telephone:	
Cell phone:	
Fax Number:	
Email:	
Bidder Business Number or GST Number (or if applicable ISC vendor number)	
<b>If a corporation, name of authorized corporation signatory for the contract :</b>	

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

Offerors Name: \_\_\_\_\_  
(Print Name)

**Offerors Signature:** \_\_\_\_\_



**BIDDER REFERENCES**

Indigenous Services Canada reserves the right to request references from the Bidder (the Offeror) to conduct reference checks to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided or previous work performance, Indigenous Services Canada reserves the right to go to the next Offeror.

The references provided cannot be a colleague of the bidder, an employee of Indigenous Services Canada (current or past), nor that of a current or former contractor who has performed similar work for Indigenous Services Canada.

*Please Print Clearly;*

**Reference 1.** Contact Information

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

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Reference 2.** Contact Information

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

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_





**ANNEX "L"  
CERTIFICATIONS**

**1. Certifications Required with the Offer**

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

**1.1 Integrity Provisions - Declaration of Convicted Offences**

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

**1.2. COVID-19 vaccination requirement certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that \_\_\_\_\_ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

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

**Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.



Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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

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

### 2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Offeror must provide with its offer the required;

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

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

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

### 2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand 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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) 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 permanent full-time and/or permanent part-time employees.
- 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 annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

### 2.3 Former Public Servant Certification

Offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### 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.

### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

### 2.4 Joint-venture (if applicable)

The contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: (list all the joint venture members named in the contractor's bid).

With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:



1. \_\_\_\_\_ has been appointed as the “representative member” of the joint venture contractor and has full authority to act as agent for each member regarding all matters relating to the contract
2. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor
3. All payments made by Canada to the representative member will act as a release by all the members

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the general conditions.



ANNEX "M" SECURITY REQUIREMENT CHECKLIST



Affaires autochtones et Développement du Nord Canada

Aboriginal Affairs and Northern Development Canada

Contract Number / Numéro du contrat 100225967 Security Classification / Classification de sécurité Unclassified

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

Form containing sections: PART A - CONTRACT INFORMATION, PART B - SAFEGUARDS OFF-SITE, and PART C - PERSONNEL. Includes various questions with checkboxes and a summary chart table.



**SECURITY AGREEMENT**

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under call-up against Standing offer agreement \_\_\_\_\_, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses 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:

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CIRNA/ISC Project Authority:

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_